



Employee Manual

Version 1.0

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INTRODUCTION

The Chicago Infrastructure Trust ("the Trust") recognizes that a well-qualified and efficient staff dedicated to the Trust's goals is essential to both the maintenance and continuous improvement of programs. The Board of Directors subscribes to a climate where employees are treated in an equitable manner by providing the following EMPLOYEE MANUAL.

As an employee of the Trust, you are responsible for knowing and understanding the policies outlined in this manual. If you have any questions about information in this manual, or questions that are not addressed in this manual, consult with your Supervisor. Since it is not possible to foresee every situation you may encounter, you should be guided by common sense: If a specific action or a statement seems inappropriate, you should not do it.

The Trust reserves the right to modify or change any of the provisions in this manual at any time without notice to employees. This manual is intended as a general guideline for its employees; however, the Trust may, at times, depart from the guidelines set forth herein when it deems such departure to be warranted by circumstances. The terms, conditions, and benefits of employment as expressed in this manual shall be in conformance with all federal, State and local statutory requirements.

AT-WILL EMPLOYMENT RELATIONSHIP

This manual is not intended to create or constitute, and does not create or constitute, an expressed or implied contract between the Trust and any or all of its employees. Employment with the Trust is entered into voluntarily. The Trust or the employee may terminate the employment relationship at any time, without prior notice. In accordance with law, the Trust may terminate an employee for any or no reason with or without the use of progressive discipline. This is called "at-will employment." No written or verbal communication by a supervisor, manager or any other employee of the Trust is intended to, or can, create a contract of employment, alter at-will employment, or provide a guarantee of benefits. Apart from the policy of at-will employment and those policies required by law, the Trust may change its policies or practices at any time without prior notice.

CHICAGO INFRASTRUCTURE TRUST'S MISSION AND FUNCTIONS

The mission of the Chicago Infrastructure Trust is: "To assist the people of the City of Chicago, the City government, its sister agencies and private industry in providing alternative, innovative financing and project delivery options for transformative infrastructure projects."

Key functions are:

- Provide procurement and executional expertise and process
- Attract private capital to infrastructure projects
- Facilitate infrastructure programs that span across multiple units of government
- Evolve into a well-capitalized infrastructure investment and contracting organization
- Establish high standards of transparency



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PREAMBLE

We believe that our employees play a major role in the Trust's success. We seek to create an atmosphere within the Trust that will allow all employees to feel a genuine sense of accomplishment. At no time will we knowingly permit discrimination or harassment toward an employee because of age, sex, race, color, religion, national origin, disability, sexual orientation, or any other unlawful reason.

Through the contribution of our employees and the recognition of their efforts, we believe that the Trust can achieve a level of performance that will provide each of us with a sense of pride. We have established some guidelines to help maintain the harmonious working relationships we feel are important.

The Trust believes the work conditions and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. The Trust is attempting to offer comparable wages over time. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive.

EMPLOYMENT POLICY

ARTICLE I: PURPOSE - The purpose of this Employment Policy is to protect the interests of the Trust by providing certain rules governing employment matters. This Policy shall be the employment policy described in Section 10.3 of the Amended and Restated Bylaws of the Chicago Infrastructure Trust (the "Bylaws").

ARTICLE II: LEGAL COMPLIANCE - The Trust is committed to compliance with the spirit and the letter of all applicable City of Chicago, State of Illinois, and federal civil rights laws prohibiting discrimination in employment. All employment decisions made by the Trust, including the recruiting, hiring, placement, training availability, promotion, compensation, evaluation, disciplinary actions, and termination of employment (if necessary) shall be made without regard to the employee's race, color, creed, religion, sex, pregnancy or childbirth, personal appearance, family responsibilities, sexual orientation or preference, gender identity, political affiliation, source of income, place of residence, national or ethnic origin, ancestry, age, genetic information, marital status, military veteran status, unfavorable discharge from military service, physical or mental disability, or on any other basis prohibited by applicable law.

Any employees with questions or concerns about any type of discrimination or harassment related to the workplace are encouraged to bring these issues to the attention of their immediate supervisor, the CEO, or the Chairman of the Board of Directors. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

ARTICLE III: DIVERSITY – The Trust will, however, attempt to maintain a diverse workplace reflective of the population of Chicago.



CONFLICTS OF INTEREST

ARTICLE I: PURPOSE - The purpose of this Conflicts of Interest Policy is to protect the interests of the Trust and its tax-exempt status when it is contemplating entering into a transaction or arrangement that might benefit the private interest of any contractor, employee, officer, or Director of the Trust or might result in a possible excess benefit transaction. This Policy is intended to supplement but not replace any applicable State and federal laws governing conflicts of interest applicable to not-for-profit corporations and charitable organizations and any provisions of the Ordinance governing conflicts of interest.

ARTICLE II: DEFINITIONS

Section 2.1: Interested Person. Any Director, officer, employee, or contractor is an “interested person” if he or she (i) has a financial interest, as defined below, or (ii) otherwise has a fiduciary obligation to a person or entity with which the Trust is party to an existing transaction or arrangement or is considering entering into a transaction or arrangement (“a separate fiduciary obligation”).

Section 2.2: Financial Interest. A person has a financial interest if the person has, through business, investment, or immediate family:

- a) An ownership or investment interest in any entity with which the Trust enters into or is considering entering into a transaction or arrangement; or
- b) A compensation arrangement with any entity or individual with which the Trust enters into or is considering entering into a transaction or arrangement.
- c) Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest or separate fiduciary obligation is not necessarily a conflict of interest. Under Section 3.2 of this Policy, a person who has a financial interest or separate fiduciary obligation has a conflict of interest only if the Board of Directors of the Trust (the “Board”) decides that a conflict of interest exists.

ARTICLE III: PROCEDURES

Section 3.1: Duty to Disclose. An interested person must disclose the existence of (i) any financial interest or (ii) any separate fiduciary obligation, and must be given the opportunity to disclose all material facts to the Board when the Board is considering entering into a relevant proposed transaction or arrangement.

Section 3.2: Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest or separate fiduciary obligation and all material facts, and after the Board has discussed the relevant facts and circumstances with the interested person, he or she shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The disinterested Voting Directors (as such term is defined in the Trust’s Bylaws) shall decide if a conflict of interest exists based on the following standard:

A conflict of interest exists whenever a member of the Board or any officer of the Trust, or any member of such person’s immediate family, (i) has a personal or professional interest that would be materially affected by a decision by the Trust, (ii) has a personal or professional interest in the outcome of a decision by the Trust or (iii) has a fiduciary obligation to another entity that is potentially at odds with the best interests of the Trust.



The Board will apply this policy in a manner designed to avoid, where possible, even the appearance of impropriety.

Section 3.3: Procedures for Addressing the Conflict of Interest.

3.3.1 If an interested person is determined to have a conflict of interest pursuant to Section 3.2 above, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the conflict of interest.

3.3.2 The Chair shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

3.3.3 After exercising due diligence, the Board shall determine whether the Trust can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

3.3.4 If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board shall determine by a majority vote of the disinterested Voting Directors whether the transaction or arrangement is in the Trust's best interest notwithstanding the conflict of interest and whether the transaction is fair and reasonable to the Trust. In conformity with such determination, the Board shall make its decision as to whether to enter into the transaction or arrangement.

Section 3.4: Violations of the Conflicts of Interest Policy.

3.4.1 If the Board has reasonable cause to believe that a Director, officer, employee, or contractor has not disclosed a conflict of interest, it shall inform the individual of the basis for such belief and afford such person an opportunity to explain the apparent failure to disclose.

3.4.2 If, after hearing the response of such person and making such further inquiry as may be warranted by the circumstances, the Board determines the Director or officer has knowingly failed to disclose a conflict of interest, the Board shall take appropriate disciplinary and corrective action, including possibly recommending removal from the Board of Directors.

ARTICLE IV: RECORDS OF PROCEEDINGS - The minutes of the Board shall contain:

- a) The names of the persons who disclosed or otherwise were found to have a financial interest or separate fiduciary obligation in connection with a potential conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed; and
- b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

ARTICLE V: COMPENSATION AND AVOIDING EXCESS BENEFITS

Section 5.1 - A Voting Director who, to the extent permitted by the Trust's Bylaws, receives compensation, directly or indirectly, from the Trust for services is precluded from voting on matters pertaining to that Director's compensation.



Section 5.2 - No Director or other person who receives compensation, directly or indirectly, from the Trust, either individually or collectively, is prohibited from providing information to the Board regarding compensation.

ARTICLE VI: ANNUAL STATEMENT - Each Director and officer shall sign annually a statement that affirms that such person:

- a) Has viewed a copy of this Policy;
- b) Has read and understands this Policy;
- c) Has agreed to comply with this Policy; and
- d) Understands that the Trust is a not-for-profit organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes;

ARTICLE VII: PERIODIC REVIEWS

Section 7.1 - To ensure that the Trust operates in a manner consistent with its tax-exempt purposes and does not engage in activities that could jeopardize its tax-exempt status, the Board shall conduct annual reviews of compensation. The annual reviews shall, at a minimum, include the following subjects:

- a) Whether compensation arrangements and benefits are reasonable, based on information about compensation paid by similarly situated taxable or tax-exempt organizations for similar services; and
- b) Whether agreements with providers, employees, independent contractors, and third-party entities conform to the Trust's written policies, are properly recorded, reflect reasonable payments for goods and services, are consistent with the Trust's tax-exempt purposes and do not result in impermissible inurement or private benefit or in an excess benefit transaction.

ARTICLE VIII: USE OF OUTSIDE EXPERTS - In conducting the annual reviews provided for in Article VII of this Policy, the Trust may, but need not, use outside advisors.

For additional reference, the City of Chicago Conflicts of Interest Ordinance is included in Appendix B of this manual.

On an annual basis, each director, officer, and employee of the Trust will sign an acknowledgement of compliance with the Conflict of Interest Policy, along with the Discrimination and Sexual Harassment Policy and the Whistle-Blower Policy of the Chicago Infrastructure Trust. A copy of this annual renewal form can be found in Appendix J of this manual.

Directors, officers, and employees of the Chicago Infrastructure Trust shall comply with all policies of the Chicago Infrastructure Trust at all times, including those that are explicitly mentioned on the acknowledgement of compliance renewal form AND all others in the manual or otherwise stated.



CODE OF BUSINESS ETHICS AND CONDUCT

The Trust is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of the Chicago Infrastructure Trust is dependent upon the trust of our clients, partners, and the people of the City of Chicago. We are dedicated to preserving that trust. Employees owe a duty to the Trust, its clients, partners, and the people of the City of Chicago to act in a manner that will merit the continued confidence of the public.

Officers, board members, employees, consultants, interns and volunteers of the Trust will comply with all applicable laws and regulations and expects its officers and staff to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, unfair, or unethical conduct.

High standards of personal moral conduct shall be maintained when engaged in official business of the Trust. Personal conduct shall not compromise professional responsibilities.

Officers, board members, and managers of the Trust shall exercise appropriate leadership to insure that all personnel understand and abide by this Code of Business Ethics and Conduct.

Employees, consultants, interns, and volunteers of the Trust who receive fines or other financial penalties levied by government authorities as a result of their misconduct or violations of the law committed while working on the business of the Trust shall be subject to appropriate disciplinary action as well as paying all fines and other financial penalties imposed.

Individuals who know of or suspect dishonest, fraudulent acts, or acts for personal gain by other individuals shall report such behavior to their immediate supervisor. Individuals shall not participate in a dishonest or fraudulent activity or acts for personal gain. When requested to participate in such acts, individuals shall report such a request to their immediate supervisor and the CEO.

All individuals shall expose corruption wherever and whenever it is discovered.

Individuals shall be protected from any harassment and discrimination emanating from their disclosure of unethical conduct

The Trust's Conflict of Interest policies are incorporated directly and by reference into this Code of Business Ethics and Conduct.

From time to time, a situation may arise where it is difficult to determine the proper course of action. In such a situation, you should discuss the matter openly with your supervisor and, if necessary, with the CEO.



Compliance with this policy of business ethics and conduct is the responsibility of every employee, consultant, intern, and volunteer of the Trust. Disregarding or failing to comply with this standard of business ethics and conduct may lead to disciplinary action, up to and including possible termination of employment.

INVESTMENT POLICY

ARTICLE I: PURPOSE - The purpose of this document is to establish the investment policy for the investment of funds of the Trust. It is intended that these goals, objectives and guidelines provide meaningful guidance and expectations in the management and performance of the funds and not be overly restrictive given changing economic, business and investment conditions.

ARTICLE II: GUIDELINES - The funds of the Trust should be invested in such a manner as to:

1. Maximize total returns with (a) acceptable levels of risk and (b) the liquidity needed for the fulfillment of the Trust's purposes; and
2. Be consistent with applicable statutes and policies related to fiduciary responsibility and tax-exempt entities.

ARTICLE III: INVESTMENT OBJECTIVE - The investment objective shall be to provide the highest possible income consistent with the ultimate safety of principal. Growth of principal and income shall be a secondary consideration. In order to achieve these objectives, investments shall include money market funds, certificates of deposit and short-term commercial paper. Liquid short-term assets shall be maintained to meet cash requirements of the Trust.

ARTICLE IV: INVESTMENT GUIDELINES

1. All instruments purchased must be readily marketable.
 - a. Permissible investments include (but are not limited to):
 - i. U.S. Government Securities
 - ii. U.S. Government Agency Securities
 - iii. Certificates of Deposit - national and State banks
 - iv. Commercial Paper (A rated)
 - v. Money Market Funds
 - vi. Mutual Funds (including all investment strategies used by the mutual funds selected for the portfolio)
 - b. Prohibited investments include:
 - i. Individual corporate stocks
 - ii. Commodities
 - iii. Options and futures contracts
 - iv. Short sales, margin purchases, or borrowing
 - v. Derivatives
 - vi. Private placements, real estate, limited partnerships, or other restricted securities



2. Investment decisions shall adhere to the provisions of this policy as it applies to the portfolio at the date of the investment. Subsequent policy changes shall not necessitate premature disposals of investments to bring the portfolio into compliance with the revised policy.

ARTICLE V: INVESTMENT AUTHORITY AND CONTROL - Authority to invest funds shall be the direct and specific responsibility of the Treasurer. The Treasurer may authorize appropriate individuals to represent the Trust in the investment of the Trust's funds. The Trust's Board of Directors (the "Board") may appoint an external investment manager to invest the funds in accordance with this policy.

ARTICLE VI: INVESTMENT PERFORMANCE REVIEW, EVALUATION AND REPORTING - The Board shall review and evaluate the performance results of the investment funds periodically, as deemed necessary.

RESPONSIBILITIES IN BUSINESS/FINANCIAL PRACTICES

The integrity of the Trust's funds shall be protected by establishing and maintaining strong fiscal and management controls.

The Trust's books and records shall accurately, completely and properly reflect all assets, liabilities, revenues and expenses. No undisclosed or unrecorded funds of the Trust shall be established for any purpose. Attempts to create false or misleading records are forbidden, and no false or misleading entries shall be made in the Trust's records for any reason.

The Trust staff shall not conceal information from authorized auditors or regulatory agencies and will disclose, on a timely basis, information required to evaluate the fairness of its financial presentation and soundness of its financial condition and the propriety of its operations.

Payments or transfer of the Trust's funds or assets that are not authorized, properly accounted for, and clearly identified on the Trust's books, shall not be made. Furthermore, no payment or transfer of the Trust's funds or assets shall be made with the intention or understanding that any part of such payment to be used except as specified in the budget or other supporting documents.

The payments or use of The Trust's funds or assets for a bribe, "kickback" or similar payment for personal enrichment, gain and comfort, is and shall be prohibited.

Individuals with procurement or contract responsibilities shall have no relationship nor engage in any activities that might impair their independence of judgment. Contracts shall be awarded solely in accordance with the Contracting Manual.

All personnel will read the Contracting Manual, which is available for review on the Trust web site, www.ShapeChicago.org. All officers, employees, contractors and volunteers of the Trust should read the Contracting Manual and sign the acknowledgement form that is included in Appendix J of the Manual entitled "Policy Acknowledgement Forms For Signature."



The Trust's property shall not be sold, used for personal benefit, loaned, given away, intentionally damaged, destroyed or otherwise disposed of regardless of condition or value without proper authorization.

FINANCIAL MANAGEMENT POLICY

ARTICLE I: PURPOSE - The purpose of this Financial Management Policy is to protect the interests of the Trust pursuant to Section 8.1 of the Amended and Restated Bylaws of the Chicago Infrastructure Trust (the "Bylaws") by imposing guidelines on certain expenditures made by or on behalf of the Trust.

ARTICLE II: GUIDELINES

2.1.1 Subject to Section 2.1.3, the CEO is authorized to make on behalf of the Trust any expenditure (or series of related expenditures) in any amount of ten thousand dollars (\$10,000.00) or less, whether by check or wire transfer, in the CEO's reasonable discretion.

2.1.2 Subject to Section 2.1.3, any expenditure (or series of related expenditures) in excess of ten thousand dollars (\$10,000.00) on behalf of the Trust, whether by check or wire transfer, shall require the signature or authorization of (A) both (i) the CEO and (ii) an officer of the Trust's Board of Directors, or (B) two officers of the Trust's Board of Directors.

2.1.3 Any payments in excess of \$10,000.00 by the Trust to the CEO, including payments of salary or expense reimbursement, shall require either the signature of either (x) the Trust's Secretary-Treasurer (provided such person is a member of the Trust's Board of Directors) or (y) another officer of the Trust's Board of Directors.

ECONOMIC DISCLOSURE POLICY

ARTICLE I: PURPOSE - The purpose of this Economic Disclosure Policy is to protect the interests of the Trust by providing certain rules governing economic disclosures made by independent financial advisors hired by the Trust and project investors that wish to invest in one of the Trust's investment opportunities. This Policy shall be the economic disclosure policy described in Section 10.6 of the Amended and Restated Bylaws of the Chicago Infrastructure Trust (the "Bylaws").

ARTICLE II: IN GENERAL - Each independent financial advisor hired by the Trust pursuant to Section 10.5 of the Bylaws (a "Financial Advisor") and each project investor that wishes to invest in one of the Trust's investment opportunities (a "Project Investor") shall agree to complete an economic disclosure statement (a "Disclosure Statement") that will be made available for public review on the Trust's website. Each such Financial Advisor or Project Investor (each, a "Disclosure Party") shall be provided with or given electronic access to the form of Disclosure Statement, and prior to doing business with the Trust, each such Disclosure Party will be asked to confirm to the Trust's CEO that such Disclosure Party has completed and filed a copy of the Disclosure Statement with the Trust.

ARTICLE III: PROJECT INVESTORS - In the case of Project Investors, the project documentation for the relevant investment opportunity shall include a Disclosure Statement for any successful bidder(s), which the Trust shall post on its website.



SELF-CERTIFICATION POLICY

ARTICLE I: PURPOSE - The purpose of this Self-Certification Policy is to protect the interests of the Trust by providing certain rules governing independent financial advisors hired by the Trust. This Policy shall govern any independent financial advisors hired by the Trust pursuant to Section 10.5 of the Amended and Restated Bylaws of the Chicago Infrastructure Trust (the "Bylaws").

ARTICLE II: IN GENERAL - Each independent financial advisor hired by the Trust pursuant to Section 10.5 of the Bylaws (a "Financial Advisor") shall sign a letter agreeing that such Financial Advisor accepts and agrees to abide by the following policies of the Trust:

1. Conflicts of Interest Policy;
2. Investment Policy;
3. Procurement and Confidentiality Policy;
4. Employment Policy;
5. Financial Management Policy; and
6. Economic Disclosure Policy.

CONFIDENTIAL INFORMATION

Every day the Trust's employees deal with material, non-public information regarding projects and proposals, such as content of responses to Requests for Information (RFIs), Requests for Qualifications (RFQs), Requests for Proposals (RFPs) that have not been posted to the Trust's Internet website (www.shapechicago.org).

Employees of the Trust will not release without authorization, proprietary information, including but not limited to, (i) names of responders to RFIs, RFQs, and RFPs, (ii) accounting and business methods, (iii) services or products and the marketing of such services and products, (iv) fees, costs and pricing structures, (v) designs, (vi) analysis, (vii) drawings, photographs and reports, (viii) computer software, including operating systems, applications and program listings, (ix) flow charts, manuals and documentation, (x) data bases, (xi) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice, (xii) copyrightable works, (xiii) all technology and trade secrets, and (xiv) all similar and related information in whatever form.

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

Respecting the confidential nature of this material is critical to maintaining the Trust's franchise.

All full-time employees, part-time employees, consultants, interns and volunteers employed by the Trust will sign a non-disclosure agreement (NDA) as a condition of employment. Copies of NDAs for employees, consultants, interns and volunteers are included in Appendix F of this manual.



If you are not sure whether it is appropriate to share information outside of the Trust, you should discuss the matter openly with your immediate supervisor and, if necessary, with the CEO.

INTELLECTUAL PROPERTY

The work materials (financial models, designs, plans, presentations, ideas and data) of the Trust, and any work materials created for the Trust by employees, are the intellectual property of the Trust. Work materials should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice may be subject to disciplinary action, up to and including possible discharge.

Further, employees shall return all work materials to the Trust upon termination of employment, and shall not keep any of the Trust's work materials, whether in printed form or as computer files.

DISABILITY ACCOMMODATION

The Trust is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with known disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the essential duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions, so long as this does not create undue hardship on the Trust or threaten the safety and/or health of others at work. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as equal treatment in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Appropriate leaves of all types will be available to all employees on an equal basis.

The Trust is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. The Trust will follow any applicable State or local law that provides individuals with disabilities with greater protections than those specified in the ADA.

This policy is neither exhaustive nor exclusive. The Trust is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, State, and local laws.



EMPLOYMENT CATEGORIES

It is the intent of the Trust to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will at any time is retained by both the employee and the Trust.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and State wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and State laws. EXEMPT employees are excluded from specific provisions of federal and State wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by the Trust management.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work the Trust's full-time schedule. Generally, they are eligible for the Trust's benefit package, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 40 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are generally ineligible for all of the Trust's other benefit programs, unless otherwise required by law.

CONSULTANTS are contract employees who are compensated at an hourly rate or on a project basis via a flat fee. They are not eligible for any legally mandated benefits.

JOB DESCRIPTIONS

The Trust provides detailed job descriptions for all employees, including job responsibilities, required qualifications, and preferred skills. The Trust's staff positions are:

- Managing Director
- Associate
- Analyst
- Office Manager/Executive Assistant/Receptionist

Job descriptions for each position are included in Appendix E of this manual.

CLASSIFICATION OF EMPLOYMENT

INTRODUCTORY PERIOD - The Introductory Period is the period of the first six (6) months of employment. The purpose of this period is to provide the supervisor an opportunity to evaluate the employee's performance. If the employee's performance is not satisfactory, he/she may be terminated without advance notice.



REGULAR EMPLOYEE - Regular employment status is attained upon successful completion of the initial introductory period.

CHANGE OF JOB ASSIGNMENT INTRODUCTION - Change of Job Assignment Introduction is a six (6) month period following a regular employee's reassignment in the Trust. Its purpose is to determine his or her capacity to perform satisfactorily in the new employment role. Employee benefits are not affected during Change of Job Assignment Introduction. If the employee does not perform satisfactorily in the new assignment, there is no automatic return to his or her previous position or to another position within the Trust. If there is no other position for which the employee is qualified and selected, he or she will be terminated.

DISCIPLINARY PROBATION - An employee who has achieved regular status may have that status suspended as a result of unacceptable conduct or job performance. At the end of this type of probation, the employee is to be returned to regular employment status or be terminated. However, an employee's termination may occur before the end of the probationary period if the employee's performance or conduct so warrants.

TEMPORARY EMPLOYEE - A temporary employee is one who is hired to fill a temporary vacancy for a period of no more than six (6) months. Temporary employees are eligible only for benefits as mandated by law or as specified by the provisions of a particular benefit plan or agreement.

SUBSTITUTE EMPLOYEE - A substitute employee is one who is hired on a day-to-day basis to take the place of a regular employee who is absent. Substitute employees are eligible only for benefits as mandated by law or as specified by the provisions of a particular benefit plan or agreement.

ACCESS TO PERSONNEL FILES

The Trust maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases, and other employment records.

Personnel files are the property of the Trust, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the Trust who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their file should contact the CEO. With reasonable advance notice, employees may review their own personnel files in the Trust's offices and in the presence of an individual appointed by the Trust to maintain the files.



EMPLOYMENT REFERENCE CHECKS

To ensure that individuals who join the Trust are well qualified and have a strong potential to be productive and successful, it is the policy of the Trust to check the employment references of all applicants.

The CEO will respond to all reference check inquiries from other employers. Responses to such inquiries will be limited to factual information that can be substantiated by the Trust's records (such as dates of employment and positions held). The Trust will certify employment, but release no other information, including compensation information.

PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the Trust of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, please notify the CEO.

APPOINTMENTS

The Chief Executive Officer (CEO) is appointed by the Board of Directors. All other personnel shall be appointed by the CEO. Employment is not to begin until written authorization to hire has been granted by the CEO to the appropriate program director.

Notice of appointment shall be in writing. The position title, salary and date of employment shall be stated. The position description shall accompany the letter of appointment. The appointment letter shall be signed by the CEO and the appointee and returned to the CEO. A copy shall be provided for the appointee and the original shall be made part of the employee's personnel file.

The Trust relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or other material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment, or, if the person has been hired, termination of employment.

ORIENTATION

ORIENTATION TO THE TRUST - Orientation to the Trust shall be provided for all new employees on a regular basis. Orientation shall cover such subjects as the Trust's history, development, organization, objectives and programs, as well as such specifics as personnel policies and procedures, compliance with applicable laws and staff benefits. All new staff shall be required to participate.



POSITION ORIENTATION - Position orientation shall be conducted by the program director. Position orientation shall cover such subjects as specific position functions and matters pertaining to the program area.

HOURS OF WORK

The standard workday is 8 hours and the standard workweek is 40 hours. Each individual employee's own hours of work will depend on the needs of the department to which he/she is assigned. Employees may work alternate schedules at the Trust's or their request. Instructions regarding scheduled days of work and starting and finishing times will be explained by the employee's supervisor. Hours worked on weekends and/or holidays will not be included as standard workweek hours. Employees are expected at their assigned place of work at the scheduled time. Tardiness is unacceptable

Employees classified as EXEMPT under the Fair Labor Standards Act may be allowed compensatory time if they work more than 40 hours in a week. Compensatory time shall not carry over from one calendar year to the next and shall be administered in accordance with the Trust's Overtime and Compensatory Time-Off Policy.

Employees classified as NON-EXEMPT under the Fair Labor Standards Act shall be paid at one and one-half (1.5) times their hourly wage rate for hours worked beyond forty (40) in a single work week. All overtime must have prior written authorization by the program director.

Employees are expected to be at work during their scheduled work hours. Work schedules are established by program directors, and only they can authorize changes.

STAFF DEVELOPMENT

The Trust shall afford its employees opportunities for the career development essential to enhancing employee performance. Subject to budgetary considerations and supervisory approval, the Trust may offer the following:

EDUCATIONAL BENEFITS - Regular, full-time employees may be eligible to receive financial assistance for their education in position-related fields (See details under Benefits section).

MEMBERSHIP - Regular, full-time employees may be considered for sponsorship in appropriate professional organizations where the affiliation is position related.

JOB ENRICHMENT - The Trust may offer Its employees in-service training, including workshops, seminars, or conferences, subject to program considerations.

PROMOTION - The Trust encourages all personnel to consider opportunities for promotion as they occur. To qualify for promotion, the Trust encourages its employees to expand their professional skills by taking advantage of educational benefits, memberships and job enrichment, as described above.



PERFORMANCE EVALUATIONS

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal written performance evaluation will be conducted at the end of an employee's initial period of hire, known as the introductory period. Additional formal performance evaluations are conducted at least annually, on the employee's anniversary date, to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

SALARY

Merit-based pay adjustments (based upon date of hire) are awarded by the Trust in an effort to recognize truly superior employee performance. The decision to award such an adjustment is made at the discretion of the Trust and is dependent upon numerous factors, including the information documented by this formal performance evaluation process, as well as the Trust's profitability and external economic factors.

The Trust may grant bonuses to employees. The annual granting of bonuses and distribution among individuals is totally at the discretion of the Trust. Bonuses normally are based upon the Trust's profitability and individual employee performance.

Salary levels shall be determined by position responsibilities and budgetary considerations in accordance with the Trust's Wage and Salary Program. Salaries originate with an employee's supervisor and must be approved by successively higher levels of administration. Final approval of salaries shall only be granted by the CEO.

VARIABLE COMPENSATION

BONUS STRUCTURE – The Trust may grant bonuses to employees. The granting of bonuses and distribution among individuals is totally at the discretion of the Trust CEO and Board of Directors. Bonuses are based upon the Trust's financial performance and the individual employee's performance.

LONG-TERM COMPENSATION – The Trust may offer long-term compensation to employees for reaching multi-year objectives or for performance on multi-year projects.

EXPENSE REIMBURSEMENT

The following expenses are eligible for reimbursement:

TRANSPORTATION - Employees shall be reimbursed for the use of a personal car for Trust business at a mileage rate established by the Trust. Reimbursement for transportation expenses other than the use of a personal car shall be made at actual cost.



MEALS - When an employee is authorized to attend a meeting or conference, reimbursement shall be made for the cost of meals. If authorized work carries an employee into the evening, weekend or holiday hours, cost of meals may be reimbursed.

TELECOMMUNICATIONS – Employees shall be reimbursed for telecommunications based upon a personal telecommunications plan for each employee.

MEETINGS - When an employee is authorized to attend a meeting, appropriate fees or costs shall be borne or reimbursed by the Trust.

CORPORATE CREDIT CARD – The Trust will issue a corporate credit card to each employee, for the employee to make business purchases and pay reimbursable expenses. Employees should use the corporate card to make all business purchases, and should only use cash or their personal credit cards when their corporate cards cannot be used. The Trust will pay their corporate credit card bills on a timely basis.

Employees should only use their corporate credit cards for business expenses, and should not use their corporate credit cards for personal expenses. If an employee uses their corporate credit card for an occasional or inadvertent personal purchase in the course of business travel, he/she will be responsible for that expense and not request reimbursement.

Employees are expected to submit expenses using the authorized electronic reimbursement form on a weekly basis, with scanned copies of all invoices and receipts attached. All personal expenses inadvertently paid by the corporate credit card should be noted on the subsequent form.

Expense reports must be filed within thirty (30) days of the expense being incurred. For multi-day business travel, the 30-day period begins the day after the employee returns. Delays in filing expense reports beyond the 30-day period without consent of the CEO will result in disciplinary action, including discharge. If an employee is found to have deliberately falsified information in an expense report, or misused a corporate credit card, he/she is subject to discharge. WATCH SPACING HERE & ELSEWHERE Please see Appendix G for a sample reimbursement form.

EMPLOYEE BENEFITS

The Trust provides benefits to its employees as follows:

VACATION - Paid vacation is provided only to regular full-time employees. All regular full-time employees will receive thirty (30) vacation days each year, unless superseded by employment letter or agreement. Vacation time may be accrued beyond thirty (30) working days at the discretion of the CEO. However, employees are urged to take all accrued vacation days annually. Employees must provide as much advance notice as possible prior to taking Vacation days. Notice will, at a minimum, be at least as far in advance as the number of vacation days and intermittent non-vacation days.



Vacation periods are based upon program needs and may vary accordingly. Approval of vacation schedules is the responsibility of the employee's immediate supervisor and is subject to revision by higher levels of administration. Holidays and weekend days falling within an employee's vacation period shall not be counted as vacation days.

Paid vacation must be taken only in units of half day and/or full days. Employees do not accrue vacation while on an unpaid leave status.

Vacation days are accrued on the basis of 2.5 days per month worked. Upon termination or leaving the Trust, employees are entitled to terminal vacation pay based upon what has been accrued less what has already been taken. Terminal vacation pay may also be paid to employees for unused vacation days at the end of a calendar year.

HOLIDAYS – The Trust provides the twelve (12) holidays** listed below:

- New Year's Day
- Dr. Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Pulaski Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

**Other cultural or religious holidays may be substituted at the approval of the CEO

All regular full-time employees receive compensation for the Trust's holidays. To receive holiday pay, full-time employees must be at work or on a leave status with pay on the work day immediately preceding and following the day or days in which the holiday is observed.

Eligible employees on an unpaid leave status when a holiday occurs do not receive holiday pay. When a holiday falls on a weekend, it will be given on another day.

PERSONAL DAYS - Regular full-time employees shall be granted two (2) paid personal days per the employee's anniversary year for emergency situations, religious observance or to conduct pressing personal business.

Personal days are to be taken if needed and only for emergency reasons, religious observance and to conduct pressing personal business. These days must be approved, and where possible, approved in advance by the supervisor. Personal days cannot be converted to cash and unused days shall not be paid out at discharge. These days are not entitlements and do not accumulate from year to year. In other words, personal days not used in one year cannot be carried over for use in a succeeding year.



MILITARY LEAVE - Military leave shall be granted in accordance with Federal Law to employees whose membership in the Armed Forces of the United States requires their absence from work.

The Trust shall continue to pay regular employees who take military leave to attend intermittent or annual Reserve or National Guard training. Employees will also continue to receive their accrued vacation pay. During leave for training, other benefits shall be maintained. In the event of an authorized extended leave to serve in the military on a full-time basis, benefits continuance is at the discretion of the CEO, but shall at least be maintained in a manner consistent with Federal Law.

JURY DUTY - Time off for jury or court subpoenaed witness duty may be allowed for all employees. The Trust shall pay regular full-time employees' wages during the actual period of jury or witness duty. To receive paid time off as a witness, the employee must be under legal compulsion (subpoena) to appear in court.

DEATH IN FAMILY - A leave of absence of up to five days with pay may be authorized by a program director for a regular full-time employee in case of death in the employee's immediate family (parent, spouse, child, brother or sister). If requested by management, employee shall provide evidence that the leave taken was pursuant to and consistent with this policy.

To be covered under this policy, a child must be either adopted, in legal guardianship or borne alive and viable. A miscarriage or stillbirth is not covered. A parent must be biological, adopted or a legal guardian or must have been a legal guardian.

EDUCATIONAL LEAVE - Educational leave is dependent upon the Trust's budgetary provisions and program needs. Written approval must be granted by the CEO. Educational leave without pay for up to ninety (90) days shall be considered for regular, full-time employees who have at least one year of service, each case to be considered on its own merit. Employees may use accrued sick and vacation benefits to cover all or any portion of the time off. However, sick and vacation days do not accrue during unpaid leave.

SABBATICAL LEAVE - After each five (5) years of service, sabbatical leave with pay and benefits to be determined, on a case by case basis, may be granted by the CEO to full-time employees. The purpose of such leave shall be related to the development and improvement of the employee's professional skills.

INSURANCE - All regular full-time employees shall be eligible for coverage in the Trust's health (medical, dental, vision, etc.), life, and short- and long-term disability insurance plans and flexible spending/dependent care accounts, including Health Savings Accounts (HSAs) as available. Part-time employees will be eligible to participate in benefit plans by purchasing medical and dental insurance coverage in the Trust's plan at their own expense. Coverage in the plans begins no later than on the sixty-first (61st) calendar day after the employee's date of hire, unless superseded by employment letter or agreement. The Trust will pay for employees' COBRA expenses until they receive coverage from the Trust.

Employees or their eligible dependents or qualified beneficiaries who lose their medical/ dental insurance for reasons (other than discharge for gross misconduct) as specified in the Consolidated



Omnibus Budget Reconciliation Act of 1986 (COBRA) as amended by the American Recovery and Reinforcement Act of 2009 (ARRA) will be entitled to continue their medical/ dental insurance coverage, at their own expense, pursuant to and in accordance with the provisions of such Act. If an employee or qualified beneficiary does not elect to continue his/her coverage, termination of the coverage takes effect, as applicable, on the last day of the month during which separation from employment occurs or the last day of the month following the effective date of the COBRA event.

Employees on Educational Leave or other unpaid leaves of absence shall pay the full cost of their medical insurance, plus 2% administrative fee, beginning with the second month of their leave of absence, in order to continue their coverage. Such employees will also have to make their own arrangements relative to continuation of their life insurance and long-term disability coverage at this time. Also, sick and vacation days do not accrue during unpaid leave.

PENSION PLAN - All employees who meet the eligibility requirements shall be enrolled in the Retirement Income Plan. To be eligible, employees must have completed one (1) year of service with the Trust during which they worked a minimum of 1,000 hours, and must be at least twenty-one (21) years of age.

TAX SHELTERED ANNUITY PLAN (403b) - All regular employees (full-time and part-time) shall be eligible to enroll in the Trust-sponsored voluntary tax sheltered annuity plan. The Trust will match a portion of each employee's contribution to the 403b plan.

TRANSPORTATION – The Trust believes in reducing traffic congestion, and is exploring options to encourage staff members' use of public transportation. If feasible, this may take the form of a reimbursement or an employee flexible spending account.

EDUCATIONAL EXPENSE REIMBURSEMENT - The purpose of this benefit is to assist employees in improving skills closely related to their position. Regular, full-time employees shall be eligible after one (1) year of service, subject to budgetary considerations. To apply for approval, employees shall submit to the CEO a written statement of their intent to register for a specific course(s).

To be approved, the course(s) must be on-campus or extension courses given by accredited higher educational institutions (colleges or universities). Correspondence courses shall be considered for approval if they are provided by an institution of higher learning. Courses must also be closely related to the employee's position with the Trust, and taken for credit towards a degree or for certification.

All costs shall be paid initially by the employee. Upon receipt of the proof of satisfactory completion of the course(s) (C grade or higher), employees shall be reimbursed for 100% of the total costs of tuition, laboratory fees and required text books up to \$1,500.00* per fiscal year subject to Internal Revenue Service tax regulation. Unused benefits in one fiscal year cannot be carried over for use in a succeeding fiscal year. Tuition and relevant fees up to \$1,500 will be paid for/charged to the fiscal year in which the courses are completed.

Employees receiving tuition assistance from other sources such as scholarships, GI Bill, etc., are eligible for reimbursement only to the extent that their tuition, laboratory fees and cost of required textbooks are not covered by these external sources. When requesting tuition reimbursement, employees shall disclose and be required to disclose educational assistance received from all external sources.



Payment shall not be made to employees who leave the Trust's employment within thirty (30) days of completion of the course(s). Evidence of payment of reimbursement costs must be submitted using the Trust's forms within forty-five (45) days of course completion. Documentation shall include itemized receipts from the university or college for tuition, laboratory fees and costs of required textbooks paid.

Unless approved otherwise in advance by management, all courses, internships, practicum shall be completed outside of the employee's regular working hours on his/her own time.

SERVICE AWARDS - Contingent on the availability of funds, the Trust shall recognize and reward eligible employees for their years of service as follows:

- 3 years of service - a letter from the CEO and a cash award
- 5, 10, 15 years of service - a "trophy" and a cash award
- 20 years of service - a "trophy" and a cash award
- 25 - 30 years of service - a "trophy" and a cash award

SOCIAL SECURITY - The Social Security Act of 1935, with later amendments, provides old age, survivor's, disability and retirement benefits, which are administered by the federal government through the Social Security Administration. Employees and the Trust share in the cost of providing social security benefits through payroll tax deduction. Employees are generally eligible to receive social security benefits beginning at age sixty-two (62).

UNEMPLOYMENT INSURANCE COVERAGE - The Trust provides unemployment insurance benefits to all eligible employees who meet the legal requirements to receive such benefits at discharge. Unemployment insurance is administered by the Illinois Department of Employment Security (IDES). Eligible employees may apply for benefits at a local IDES office.

RESUMPTION OF BENEFITS UPON RECALL / REHIRE - The benefits of former employees who are recalled from a lay-off status or rehired within ninety (90) days shall be resumed as follows:

- Insurance: First of the month following thirty (30) days of reinstatement
- Paid Time-off Benefits: Benefits will accrue beginning on the date of reinstatement and vacation accrual will be based on the employee's years of service earned before the lay-off or separation. Unused sick days at the time of lay-off/separation shall not be restored at reinstatement.

Former employees who are reinstated within ninety (90) days into the same position and who have completed the introductory period for that position will not be required to undergo another introductory period for that position at reinstatement. However, employees will be required to complete any portion of their introductory period that had not been completed prior to the lay-off or separation to be classified as a regular employee and be required to complete an introductory period if reinstated into a different position. All accrued vacation after completion of the introductory period will be based on the employee's adjusted hire date.

Former employees who are rehired or recalled from lay-off after ninety (90) days will start as a new employee.



WELLNESS

The Trust is committed to supporting employee physical and emotional wellness

FITNESS CENTER MEMBERSHIP – The Trust is considering subsidizing employees’ membership to the Fitness Center, which will open in early 2015, in the building where the Trust has its office, 35 East Wacker Drive. Details are TBD.

EMPLOYEE ASSISTANCE PROGRAM (EAP) - All employees are eligible to participate in the EAP, which is a voluntary, pre-paid and confidential program that provides problem identification, counseling and referral services to help employees and their covered family members (spouse, dependent or other covered family members who reside in the employee's household) deal with workplace and personal issues. Call the EAP at (800) XXX-XXXX to contact an EAP counselor.

ATTENDANCE AND PUNCTUALITY

The Trust expects all employees to report to work on time, to be at work when scheduled and to avoid unscheduled absences whenever possible, and expects supervisors to counsel employees on the importance of maintaining acceptable attendance and review attendance patterns regularly so that appropriate action may be taken on a timely basis.

An excused absence is any absence in which the date or dates of time-off have been scheduled and/or approved in advance or at the time an absence occurs. An unexcused absence is an absence in which the employee has chosen to take off from work without giving supervisory notification or receiving supervisory approval. Employees shall not be allowed to apply paid absence benefits to an unexcused absence.

An absence of two consecutive days without supervisory notification or permission is considered a voluntary separation from the Trust.

The following time-off occurrences are not considered absences when determining disciplinary actions:

- Vacation
- Holidays
- Jury or subpoenaed witness duty
- Work related injury or illness
- Personal Days (as defined by the Trust’s policy)
- Approved leaves of absences (military, maternity, bereavement, educational and family and medical (FMLA))
- Emergency closings
- Pre-approved reduced schedule leave resulting from reasonable accommodation
- Any excused absence (see definition above)

ADVANCE NOTIFICATION - Employees shall personally notify their supervisor as far in advance as possible of any planned or expected absence or tardiness and shall personally notify their supervisor as



soon as possible prior to their starting time of any unforeseen/unexpected absence or unavoidable tardiness, giving reason for the absence or tardiness and when they expect to be at work. If the date or time of return to work is changed, the employee is expected to report the change. In case of an emergency, personal illness or other situations in which advance notice is not possible, this obligation may be fulfilled by the employee's acquaintance, a member of the employee's family or the person listed on the employee's emergency notification form, maintained locally. A copy of the emergency notification form is included in Appendix I of this manual.

It shall be the employees' responsibility to notify their supervisor prior to the starting time on the first day of an illness causing absence and to remain in contact for the duration of the absence, unless the supervisor instructs otherwise - or the employee is hospitalized or is physically unable to do so or has been placed on an extended leave, the dates of which the supervisor has been informed.

An employee who is absent without notifying his/her supervisor shall be placed on a leave without pay for the entire workday.

In accordance with operating procedures, employees, upon request and subsequent management approval, may be permitted to leave work because of an illness or for reasons stated in the Trust's policy related to the use of Personal Days. Available paid sick/personal days may be used to cover these absences.

RETURN-TO-WORK - Employees are to report directly to their supervisor upon returning to work following an absence or tardiness. Employees who report to work in an obvious state of mental or physical impairment, regardless of the reason, shall not be allowed to work. Available paid sick/vacation time may be used to cover the absence. When an employee returns to work following an illness or injury, supervisors shall assess the employee's ability to safely perform their essential job functions.

Employees who are absent three (3) or more consecutive days due to illness may be required to provide a valid physician's release note, containing the physician's contact information, when the employee was seen, what the diagnosis was and whether the employee was unable to work at the time of his/her absence. Employees, who frequently incur absences of less than three days because of an alleged illness, and if such absences, in the judgment of management, critically impact program operations, may be required, in order to continue working, to provide a physician's release note regarding their illness.

If the physician's release note is conditional, it should state what the conditions are and should specify any limitation to work. If necessary, the employee shall be requested to obtain written clarification of any condition from his/her doctor before being accepted back to work. If the nature of the work requirements cannot be adapted to limited duty, the employee's leave shall be extended.

If, upon returning to work, the employee requests reasonable accommodation, the supervisor shall engage into an "interactive process" with the employee to provide an appropriate accommodation. In the "interactive process", the employee shall be requested to provide, if necessary, medical substantiation that he/she is a person with an ADA disability, that the accommodation requested is medically necessary and that the accommodation would enable the employee to perform the essential job functions.



It is recognized that an employee's illness or injury may require the continued use of sick time. If the employee continues to be unavailable for work with or without accommodation due to frequent and/or extended absences that are not eligible for Family and Medical Leave and if the employee's sick leave benefits become exhausted, the employee may be a candidate for long-term disability (LTD) or, if not, separation.

ATTENDANCE MONITORING - An employee's attendance record shall be considered for the purposes of both recognition and discipline and shall be a factor in the employee's annual performance evaluation.

Management shall consider the impact of the employee's absence and tardiness on the employee's job performance and the business necessities of the work unit. Five unexcused absences, eleven unexcused tardiness, and/or unexcused early departures during a twelve-month period may result in discharge.

SICK LEAVE - The Trust provides paid sick leave benefits to all regular full-time employees for periods of temporary absence due to illnesses or injuries to themselves, or to a spouse or dependent who is a member of the employee's household. Falsification in reporting illness or other abuse of sick leave with pay shall lead to possible disciplinary action and possible discharge.

Sick leave with pay is provided only for regular full-time employees. New employees will not begin to accrue sick leave with pay until the end of their initial six (6) months of employment. At that time, they will be eligible for six (6) days of sick leave with pay at the rate of one day for each month of service completed.

Employees who are unable to report to work due to illness or injury should notify both their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

The Trust reserves the right to require a doctor's note after the third (3rd) consecutive day of absence. Failure of an employee to adequately document an illness or injury when requested to do so may be grounds for release or discharge.

FAMILY AND MEDICAL LEAVE

To be eligible for family and medical leave under the Family and Medical Leave Act (FMLA), an employee must have been employed with the Trust for at least 12 months (whether consecutively or not), and have worked at least 1,250 hours during the 12-month period prior to the date the leave begins.

Entitlement - Eligible employees are entitled to up to 12 work weeks of leave during a rolling 12-month period for one or more of the following reasons:

- The birth of a child of the employee and in order to care for such child;
- The placement of a child with the employee for adoption or foster care;

- To care for a child, spouse or parent of the employee who has a serious health condition;
- To recover from a serious health condition that makes the employee unable to perform the functions of his/her job.
- To allow an employee who has a spouse, child or parent in the National Guard or Reserves to take FMLA leave due to one of the following non-medical qualifying exigencies resulting from the covered service member's active military duty or call to active duty status by the federal government in support of a contingency operation;
- Military caregiver leave for a veteran, qualifying exigency leave for parental care, and the special leave calculation method for flight crew employees:
 - a. Short notice deployment activities (up to 7 calendar days)
 - b. Military events and related activities
 - c. Childcare and school activities
 - d. Financial and legal arrangements
 - e. Counseling activities
 - f. Rest and recuperation activities (up to 5 work days)
 - g. Post-deployment activities
 - h. Additional activities as agreed to by the Trust and the employee

Eligible employees are entitled to a combined total of 26 weeks of FMLA military caregiver leave during a single 12 month period to care for a parent, spouse, child, or relative, for whom the employee is next-of-kin, who is a current member of the armed forces, including the National Guard or Reserve, is seriously injured or becomes seriously ill in the line of duty while on active duty and is undergoing medical treatment, recuperation or therapy or is in outpatient status or is on a temporary disability retired list because of such injury or illness and is unable to perform the duties of his/her office, grade, rank or rating. Military caregiver leave is to be applied on a per-covered service member, per-injury basis and is measured from the date the employee first takes the leave. At the expiration of the single 12 month period, the unused portion of the leave is forfeited.

In determining leave entitlement, the Trust uses a rolling 12-month period, measured backwards from the date an employee begins any FMLA leave, except for military caregiver leave.

Substitution of Paid Leave - Paid sick leave benefits shall be used for the employee's own serious health condition and for absences due to the serious health condition of the employee's covered family member, or covered service members. Employees shall be required to use vacation and personal days for any FMLA leave. Once paid leave benefits are exhausted, the remainder of the leave shall be unpaid. The total period of absence shall not exceed the (12) weeks or, if applicable, the twenty-six (26) weeks maximum.

Where both spouses work for the Trust; they will be entitled to a combined total of 12 weeks of leave in a 12-month period for childbirth, placement for adoption or foster care, or to care for a parent with a serious health condition, or for a qualifying military exigency leave and a combined total of 26 weeks in a single 12-month period for a military caregiver leave.

Leave taken for the birth of a child or the placement of a child for adoption or foster care must be completed within 12-months of the birth or placement.



If an employee's occupational injury or illness meets the definition of a serious health condition under FMLA, the employee's time on worker's compensation or other paid disability leave shall run concurrently with FMLA leave. Employees are not eligible to receive paid sick leave benefits when receiving worker's compensation or other disability leave payments.

Employees are required to provide the Trust with appropriate certifications and other requested information that are complete and sufficient in order to determine if a leave request is for a FMLA purpose or should be approved.

Continuation of Benefits - During a leave under this policy, an employee will continue to be covered under the Trust's group health plan under the same conditions as if the employee had worked continuously during the leave period. The employee's usual contributions for health coverage, if any, will be required. Premium payments for which the employee is responsible are subject to any change in premium rates while the employee is on leave.

If the employee fails to return from leave for reasons other than the continuation of the employee's or a covered family or covered service member's serious health condition or because of other circumstances beyond the employee's control, the Trust may seek reimbursement from the employee for the Trust's share of the premiums paid on behalf of the employee.

Benefits will not be suspended during this time, except that sick and vacation days do not accrue during unpaid leave and holidays occurring during an unpaid portion of FMLA leave shall not be paid. No employee who takes a leave under this policy will lose any employment benefits that accrued before the date the leave began.

Job Restoration - An employee who takes leave under this policy will be able to return to the same position or a position with equivalent pay, benefits and other employment terms.

Medical Certification - The Trust may ask for certification by a health care provider of the serious health condition of the employee or the employee's immediate family member. The employee should try to respond to such a request within 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Request for a medical certificate must be made in writing as part of the employer response to employee request for leave.

Certification of the serious health condition shall include: the date when the condition began, its expected duration, and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For a family member who is seriously ill, the certification must include a statement that the patient, the family member, requires assistance and that the employee's presence would be beneficial or desirable.

The Trust has the right to require a second medical certification from a health care provider. The Trust will pay for the employee to get the certification from a second doctor, which the Trust will select. If



necessary to resolve a conflict between the original certification and the second opinion, the Trust will require the opinion of a third doctor. The Trust and the employee will mutually select the third doctor, and the Trust will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the Trust. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

Notice and Other Considerations - Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities.

All employees requesting leave under this policy must provide verbal notice with an explanation of the reason(s) for the needed leave to their immediate supervisor (who must document the request). If the leave is foreseeable, the immediate supervisor may require the employee to provide a written request for leave and reasons(s), with a copy to the CEO. Failure of the employee to provide a written request for leave cannot be grounds to deny or delay the taking of FMLA leave.

The Trust will provide individual notice of rights and obligations to each employee requesting leave within two business days or as soon as practicable.

When an employee plans to take leave under this policy, the employee must give the Trust 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the Trust's operations.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the employer receives notice. While on leave, employees are requested to report periodically to the Trust regarding the status of the medical condition, and their intent to return to work.

Return to Work - Employees returning from family or medical leave must submit a health care provider's verification of their fitness to return to work.

Failure to return to work immediately following the leave expiration date will be deemed a voluntary resignation, absent extenuating circumstances. In the event that an employee is unable to return to work after FMLA leave has exhausted, the Trust shall consider additional leave for persons with disabilities on a case-by-case basis.

If you do not meet the eligibility requirements for a family or medical leave, but need time off because of a medical condition or other valid reason other than those covered above, the Trust may grant up to six weeks of unpaid leave, but job reinstatement is not guaranteed. A leave of absence request letter must be submitted and approved in advance. Employees who are on any approved leave other than a



Family or Medical Leave must pay their own medical, life and dental insurance premiums if they wish to keep their insurance in force while they are gone.

TIMESHEETS

Accurately recording time worked is the responsibility of every employee. Federal and State laws require the Trust to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Exempt employees are expected to keep an accurate record of hours worked by project in order to enable the Trust to track the value of time expended on each project. The Trust will create an electronic tracking system for employees, which employees will update on a regular basis.

Altering, falsifying, tampering with or failing to record accurate time records may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to sign their time records to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy by initialing the time record.

PAYDAYS

Paydays are on the 15th and the last day of each month. If a payday falls on a holiday or weekend, you will be paid on the last working day preceding the holiday or weekend. Direct deposit of your paycheck is mandatory.

EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation – voluntary employment termination initiated by an employee.
- Discharge – involuntary employment termination initiated by the Trust.
- Layoff – involuntary employment termination or temporary separation initiated by the Trust for non-disciplinary reasons.



- Retirement – voluntary employment termination initiated by the employee who meets the age, length of service, and any other criteria for retirement from the Trust.

The Trust will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, insurance conversion privileges, repayment of outstanding debts to the Trust, or return of Trust-owned property. Suggestions, complaints, and questions may also be voiced.

Because employment with the Trust is based on mutual consent, both the employee and the Trust have the right to terminate employment at will, with or without cause, at any time. Employee benefits will be affected by employment termination in the following manner: all accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

ADMINISTRATIVE PAY CORRECTIONS

The Trust takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their supervisor so that corrections can be made as quickly as possible.

USE OF TELEPHONES

The Trust provides telephone service and equipment to conduct official business. Employees may also use the Trust's telephone service and equipment for a reasonable amount of personal business. Employees are expected to exercise good judgment in this regard.

Employees may choose to port their personal mobile number(s) to the mobile telephone equipment provided by the Trust. Employees' personal mobile number(s) will remain their property. When they leave the Trust, they may port their personal mobile number(s) to their own equipment, but are required to return the Trust's mobile telephone equipment.

SMOKING

In keeping with the Trust's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace.



EMERGENCY CLOSINGS

At times, emergencies such as severe weather, power failures, or earthquakes, can disrupt Trust operations. Employees are expected to make reasonable efforts to arrive at work on time, or as soon thereafter as conditions permit. In extreme cases, these circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, the time-off from scheduled work will be paid. However, most Trust employees are able to work from home or from alternate locations, and will be expected to do so.

VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the facilities at the Trust, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures safety of equipment, protects confidential information, safeguards employee welfare, and avoids distractions and disturbances.

All visitors should enter the Trust at the reception area. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on the Trust's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the reception area.

USE OF COMPUTER AND E-MAIL

The Trust relies on its computer network to conduct its business. To ensure that its computer resources are used properly by its employees and other users, the Trust has created this Computer Use Policy.

The rules and obligations described in this policy apply to all users of the Trust's computer network, wherever they may be located. Violations will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

It is every employee's duty to use the Trust's computer resources responsibly, professionally, ethically and lawfully.

ACCEPTABLE USES OF THE INTERNET AND E-MAIL - The Trust encourages the use of the Internet and e-mail because they make communication more efficient and effective. However, Internet service and e-mail are property of the Trust, and they are to be used to assist you in the performance of the Trust's business. It is permissible to use the Trust's e-mail and Internet system for incidental personal purposes if the use does not: (i) interfere with the user's work performance, (ii) interfere with any other user's work performance, (iii) have undue impact on the operation of the computer system, or (iv) violate any other provision of this policy or any other policy, guideline or standard of the Trust. Personal use of the computer system is a privilege that may be revoked at any time. Every employee has a responsibility to



maintain and enhance the Trust's public image and to use the Trust's e-mail and Internet access in a productive manner.

Employees, contractors, interns, and volunteers will be assigned an official Chicago Infrastructure Trust e-mailbox for business use while working at the Trust, in the format "initials@shapechicago.org." Upon being assigned an official e-mailbox, every employee, contractor, intern, and volunteer of the Trust shall use the Trust's e-mail system for all business correspondence. Further, every employee, contractor, intern, and volunteer of the Trust who has been assigned an official e-mailbox is not permitted to use personal e-mail systems to conduct business of the Trust.

UNACCEPTABLE USES OF THE INTERNET AND E-MAIL - The Trust's e-mail and Internet access may not be used for transmitting, retrieving or storing any communications of a discriminatory or harassing nature or materials that are obscene or X-rated. It also may not be used for the dissemination or storage of commercial or personal advertisements, solicitations, promotions, destructive programs (such as viruses), political material or any other unauthorized use. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual orientation may be transmitted or forwarded using the Trust's system. No abusive, profane or offensive language may be transmitted through the Trust's e-mail or Internet system. The Trust's harassment policy applies in full to e-mail and Internet use.

Employees do not have a personal privacy right regarding any matter created, received, stored or sent from or on the Trust's e-mail or Internet system or computers. The Trust reserves the right to monitor the use of its computer assets at any time without notice. Users should never consider electronic communications to be either private or secure. E-mail could potentially be stored indefinitely on any number of computers, in addition to that of the recipient. Copies of your messages may be forwarded to others either electronically or on paper.

RULES FOR ELECTRONIC COMMUNICATIONS - Each employee is responsible for the content of all text, audio or images that he or she places on or sends over the Trust's e-mail or Internet system. Employees may not hide their identities or represent that any e-mail or other electronic communications were sent from someone else or someone from another company. Employees must include their name in all messages communicated on the Trust's e-mail or Internet system.

Any messages or information sent by an employee to another individual outside the Trust via the Trust's e-mail or Internet system (including bulletin board, online services or Internet sites) are statements that reflect on the Trust. Despite personal "disclaimers" in electronic messages, any statements may be tied to the Trust.

All communications sent by employees via the Trust's e-mail or Internet system must comply with all the Trust's policies and may not disclose any information that is confidential or proprietary to the Trust.

If employees receive unsolicited e-mail from outside the Trust that appears to violate this policy, the employee should notify his or her supervisor immediately. Similarly, if any employee accidentally accesses an inappropriate web site in the normal course of business, the employee should notify his or her supervisor immediately.



DOWNLOADING SOFTWARE - To prevent the downloading of computer viruses that could contaminate the e-mail or Internet system, no employee may download software from the Internet without prior authorization. Any and all software that is downloaded from the Internet must be registered to the Trust. For authorization, please contact your supervisor.

COPYRIGHT AND TRADEMARK ISSUES - Copyrighted and trademarked material that does not belong to the Trust may not be transmitted by employees on the Trust's e-mail or Internet system without permission from the holder of the copyright or trademark. Every employee who obtains access to other companies' or individuals' materials must respect all copyrights and trademarks and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy for reference only.

Unless expressly authorized by the Chief Executive Officer of the Trust, sending, transmitting, or otherwise disseminating proprietary data, trade secrets, or other confidential information of the Trust and its partners is prohibited.

SYSTEM SECURITY - The Trust reserves the right to routinely monitor how employees use e-mail and the Internet, including, but not limited to, monitoring sites visited by users on the Internet, monitoring chat groups and newsgroups, reviewing material downloaded or uploaded by users to the Internet, and reviewing e-mail sent and received by users. Despite the existence of any passwords, employees should not assume that any electronic communication is private. Highly confidential information or data should be transmitted in other ways.

VIOLATIONS - Any employee who violates these rules or otherwise abuses the privilege of the Trust's e-mail or Internet system will be subject to corrective action up to and including discharge. The Trust also reserves the right to advise appropriate officials of any illegal activities.

The Trust purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Trust does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. The Trust prohibits the illegal duplication of software and its related documentation.

EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, the Trust expects employees to follow rules of conduct that will protect the interests and safety of all employees and the Trust.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from your work station during the workday
- Unauthorized use of telephones, mail systems, or other Trust-owned equipment
- Unauthorized disclosure of business “secrets” or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Habitual tardiness

Employment with the Trust is at the mutual consent of the Trust and the employee, and either party may terminate the relationship at any time, with or without cause, and with or without advance notice.

DRUG AND ALCOHOL USE

It is the Trust’s desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. The presence of alcohol and any illegal drug or controlled substance at work and the influences of these substances on employees during the working hours are inconsistent with this objective.

While on the Trust premises and while conducting business-related activities off the Trust premises, no employee may use, possess, distribute, sell, or be under the influence of any illegal drug or controlled substance. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee’s ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Alcohol may not be brought onto the Trust’s property, nor consumed during working time. In the event of a Trust-sponsored activity at which alcoholic beverages may be served or allowed, employees are expected to conduct themselves in such a manner so they do not represent a danger to themselves, to



other employees, to the general public, or to the Trust's reputation. Prior approval by the Trust CEO is required for any Trust-sponsored activity at which alcohol will be served or allowed.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program. They may also wish to discuss these matters with their supervisor to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time-off to participate in a rehabilitation or treatment program. Leave may be granted if the employee agrees to abstain from use of the problem substance, abides by all the Trust policies, rules, and prohibitions relating to conduct in the workplace and if granting the leave will not cause the Trust any undue hardship.

POLICY STATEMENT ON DISCRIMINATION AND HARASSMENT

The Trust seeks to provide a work environment that is free from intimidation, harassment and unlawful discrimination.

The Trust is committed to providing equal employment opportunity and prohibits all forms of unlawful harassment and discrimination based upon race, color, religion, gender, national origin, ancestry, age, sexual orientation, veteran status, marital status, mental or physical disability, or any other basis protected by law. This policy applies to all areas of employment including, for example, recruitment, hiring, training, promotion, compensation and benefits. Employees may not discriminate against or harass any other employee, applicant, customer, vendor or visitor.

This policy applies to all employees including non-supervisory personnel, supervisors, managers and executives. It also applies to non-employees who have business contact with employees.

Employees may not take any kind of retaliatory action against an employee who has made a good faith complaint about harassment or discrimination prohibited by this policy.

It is the responsibility of every employee of the Trust to follow this policy conscientiously.

Sexual Harassment

The Trust prohibits all forms of sexual harassment, including verbal, non-verbal and physical conduct. Sexual harassment is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature where: (i) submission to such conduct is made an express or implied term or condition of employment; (ii) submission to or rejection of such conduct is used as the basis for employment decisions; or (iii) such conduct has the purpose or effect of unreasonably interfering with work performance or creating an

intimidating, hostile or offensive working environment. This definition includes many forms of offensive behavior. It also includes harassment of a person by another person of the same gender.

No employee of the Trust has the authority to condition any employment term, condition, or benefit upon either the granting of sexual favors or on tolerating unwelcome sexual conduct or any other conduct prohibited by this policy. Examples of prohibited conduct include but are not limited to:

- Offering employment benefits, such as favorable assignments, reviews, promotions, or the like, in exchange for sexual favors;
- Denying or threatening to deny employment benefits for rejecting sexual advances;
- Unwanted sexual advances, propositions, flirtations, or repeated unwanted requests for or efforts to make social contact;
- Verbal conduct of a sexual or gender-based nature, such as using sexually degrading, vulgar or discriminatory words to describe an individual, making sexually suggestive comments about an individual's body, discussing sexual activity, or making derogatory sexual, gender-related, or discriminatory comments, slurs, taunts, jokes or epithets;
- Non-verbal conduct of a sexual or gender-based nature, such as whistling, unwelcome staring, leering, displaying sexually suggestive, gender-based or discriminatorily-based objects, pictures, posters, or cartoons, making sexual, derogatory, obscene or discriminatory gestures, or giving, sending or circulating sexual, derogatory, obscene or discriminatory letters, e-mail messages, voicemail messages, gifts, notes or invitations;
- Unwelcome physical conduct of a sexual or gender-based nature, such as touching, patting, pinching, brushing the body, or impeding or blocking an individual's movements;
- Retaliating or threatening retaliation for protesting about sexually harassing or gender-based conduct or for making a complaint about such behavior.

Other Forms of Harassment

The Trust prohibits all forms of unlawful harassment or discrimination based upon race, color, religion, gender, national origin, ancestry, age, sexual orientation, veteran status, marital status, mental or physical disability or any other basis protected by law, including verbal, non-verbal and physical conduct.

Examples of prohibited conduct include but are not limited to:

- Verbal conduct of a discriminatory nature, such as using degrading, vulgar, or discriminatory words to describe an individual, or making derogatory discriminatory comments, slurs, taunts, jokes, or epithets (i.e., those which are based upon race, color, sex, sexual orientation, age, religious belief, national origin, ancestry, marital status, mental or physical disability);
- Non-verbal conduct of a discriminatory nature, such as making derogatory or discriminatory gestures, displaying discriminatorily based objects, pictures, posters, or cartoons, or giving, sending or circulating derogatory or discriminatory letters, e-mail messages, voice-mail messages, gifts, notes, or invitations;
- Retaliating or threatening retaliation for protesting about harassing conduct or for making a complaint about such behavior.



Reporting an Incident of Discrimination and/or Sexual Harassment

The Trust strongly encourages all personnel to take responsive action to any perceived incidents of discrimination or harassment of any kind, regardless of the offender's identity or position. The Trust understands that, depending on the nature of the conduct involved and the personal preference of the recipient of that conduct, different responses may be appropriate. The Trust encourages individuals who believe they have been subjected to discriminatory or harassing behavior to promptly advise the offender that his or her behavior is offensive and/or unwelcomed and request that it stop. Often this action alone will resolve the problem. It is not necessary, however, for an individual to talk directly to an offender if for any reason that individual feels uncomfortable doing so.

The Trust strongly encourages the prompt reporting of complaints or concerns so that prompt and constructive action can be taken. Early reporting and intervention has proven to be the most effective method of resolving actual or perceived incidents of discrimination or harassment. The Trust offers informal and formal alternatives for reporting complaints. In determining which alternative to pursue, individuals should feel free to consult with their supervisor or the CEO. If the employee feels it is not appropriate to discuss a complaint with their supervisor or the CEO, the employee should approach the Chairman of the Board of Directors.

Informal Complaint Procedure

If an individual does not wish to confront the offender directly, or if such a discussion does not successfully end the discrimination or harassment, the individual should notify the CEO, who may initiate an informal discussion with the alleged offender on the individual's behalf or take other appropriate action to rectify the situation. An individual reporting discrimination or harassment should be aware that the Trust might decide it is necessary to take action to address the alleged discrimination or harassment beyond an informal discussion.

The best course of action in any case will depend on many factors and, therefore, the informal discussion will remain flexible. Moreover, the informal discussion is not a required first step for the reporting individual.

You may also pursue any charge of sexual harassment with the federal Equal Employment Opportunity Commission or similar State agency.

Formal Complaint Procedure

The Trust also provides a formal complaint procedure for those wishing to pursue such an alternative. Anyone who believes he or she has been the recipient of discriminatory or harassing behavior and wishes to make a formal complaint should discuss his or her concerns with their supervisor or the CEO. If the employee feels it is not appropriate to discuss a complaint with their supervisor or the CEO, the employee should approach the Chairman of the Board of Directors. A formal complaint may be made orally or in writing. However, oral complaints must be immediately memorialized in a memorandum for record by the individual.



The Trust will take prompt steps to investigate concerns regarding prohibited harassment and discrimination and, where appropriate, take prompt corrective action. The Trust will handle reports of such alleged misconduct with sensitivity to concerns for confidentiality, reputation and privacy, as is practicable.

WHISTLE-BLOWER POLICY

The Trust has adopted a whistle-blower policy to encourage employees to report to appropriate representatives of the Trust, without fear of retaliation, certain information relating to accounting fraud, ethics violations and other complaints. Any employee of the Trust may submit, on a confidential and anonymous basis if the employee so desires, any concerns regarding financial statement disclosures, accounting, internal accounting controls or auditing matters. The goal of this policy is to discourage illegal activity and business conduct that damages the Trust's good name, business interests, and relationship with elected officials, businesses, organized labor and taxpayers of the City of Chicago, as well as lenders, financial institutions and others doing business with the Trust, and if it exists, to locate and correct the problem.

A full description of the Trust's whistle-blower policy is included in Appendix Hof this manual.

PERSONAL APPEARANCE

Dress, which includes appropriate footwear, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the Trust presents to customers and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.

Consult your supervisor or department head if you have any questions as to what constitutes appropriate attire.

RETURN OF PROPERTY

Employees are responsible for all the Trust property, materials, or written information issued to them or in their possession or control. Employees must return all Trust property immediately upon request or upon termination of employment. Where permitted by applicable laws, the Trust may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. The Trust may also take all action deemed appropriate to recover or protect its property.



RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with the Trust. Although advance notice is not required, the Trust requests at least two weeks' written resignation notice from all employees.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

SOLICITATION

In an effort to ensure a productive and harmonious work environment, persons not employed by the Trust may not solicit or distribute literature in the workplace at any time for any purpose.

The Trust recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

PROGRESSIVE DISCIPLINE

The purpose of this policy is to state the Trust's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

The Trust's own best interest lies in making certain that disciplinary actions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with the Trust is based on mutual consent and both the employee and the Trust have the right to terminate employment at will, with or without cause or advance notice, the Trust may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps: verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning, a next offense may be followed by a written warning; another offense may lead to a suspension, and still another offense may then lead to termination of employment.



The Trust recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the Trust.

PROBLEM RESOLUTION

The Trust is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the Trust supervisors and management.

The Trust strives to ensure fair and honest treatment of all employees. Supervisors and employees are expected to treat each other with mutual respect.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the Trust in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the process at any step.

1. Employee presents problem to immediate supervisor after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to the CEO.
2. Supervisor responds to problem during discussion or after consulting with appropriate management, when necessary. Supervisor documents discussion.
3. Employee presents problem to CEO in writing. If the employee believes it would be inappropriate to contact the CEO, the employee may contact the Chairman of the Board of Directors.
4. Chief Executive Officer (or Board Chair, as applicable) reviews and considers problem. CEO informs employee of decision and forwards copy of written response to the employee's file. The CEO has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everybody's job security.



LIFE-THREATENING ILLNESSES IN THE WORKPLACE

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The Trust supports these endeavors as long as employees are able to meet acceptable performance standards and do not pose a safety risk to the other employees.

Medical information regarding individual employees is treated confidentially. The Trust will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.



APPENDICES

- Appendix A: Bylaws Of The Chicago Infrastructure Trust
- Appendix B: Government Ethics Ordinance, Chapter 2-156, Municipal Code Of Chicago, Part 2, "Conflicts Of Interest And Improper Influence"
- Appendix C: Executive Order 2012-1, Establishing The Chicago Infrastructure Trust
- Appendix D: Ordinance Establishing The Chicago Infrastructure Trust
- Sample Offer Of Employment Letter
- Appendix E: Job Descriptions
- Appendix F: Non-Disclosure Agreements for Employees, Independent Contractors, Interns, and Volunteers
- Appendix G: Sample Expense Reimbursement Form
- Appendix H: Whistle-Blower Policy
- Appendix I: Employee Emergency Contact Information Form
- Appendix J: Policy Acknowledgement Forms For Signature



Appendix A

Amended And Restated Bylaws Of Chicago Infrastructure Trust

ARTICLE I CORPORATION

Section 1.1 Corporate Name. The name of the corporation shall be Chicago Infrastructure Trust, an Illinois not-for-profit corporation (the "Trust").

Section 1.2 Corporate Purpose. The Trust is organized and shall be operated exclusively for civic and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or as hereafter amended (or a corresponding section of any future federal tax code), including to lessen the burdens of government that otherwise would fall on the City of Chicago and its sister agencies by providing funding and credit support to qualifying infrastructure projects; playing an important coordinating and facilitative role in attracting private investment to Chicago's infrastructure; financing capital investments for transformative infrastructure projects within the City; making grants for transformative infrastructure projects; facilitating projects affecting multiple co-ordinate units of local government that will enable the sharing of labor, resources and knowledge between and among such units of local government; and including all activities incidental or related thereto.

Section 1.3 Limitations. Notwithstanding any other provision of these Bylaws:

1.3.1 The Trust is organized and shall be operated in accordance with City of Chicago Ordinance No. O2012-1366 (adopted April 24, 2012), as now enacted or as hereafter amended (the "Ordinance").

1.3.2 No part of the net earnings of the Trust shall inure to the benefit of, or be distributable to, its Directors, officers or other private persons, except that the Trust shall be authorized and empowered to pay to any person not a Director reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth above;

1.3.3 No part of the activities of the Trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Trust shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of, or in opposition to, any candidate for public office; and

1.3.4 In the event of the dissolution of the Trust, the Board of Directors of the Trust shall pay or make provision for the payment of all of the liabilities of the Trust, and thereafter shall, in accordance with the General Not for Profit Corporation Act of the State of Illinois, cause the remaining assets of the Trust to be distributed to the City of Chicago, Illinois (the "City"), to be used exclusively for the same corporate purposes for which the Trust was established. Any such assets not so disposed of shall be disposed of by the appropriate court of law of the county in which the principal office of the Trust is then located, exclusively for such purposes to a



governmental unit or units or to such organization or organizations, as said court shall determine, that are organized and operated exclusively for charitable purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as now enacted or as hereafter amended (or a corresponding section of any future federal tax code).

ARTICLE II OFFICES

Section 2.1 Registered Office. The Trust shall continuously maintain a registered office in the State of Illinois (which may, but need not be, the same as its place of business) or at the place of business of its registered agent.

Section 2.2 Other Offices. The Trust may also have offices at such other places as the Board of Directors may from time to time determine or as the business of the Trust may require.

ARTICLE III MEMBERS

The Trust shall have no members.

ARTICLE IV DIRECTORS

Section 4.1 General Powers. The business and affairs of the Trust shall be managed by or under the direction of its Board of Directors (the "Board"). The Board shall determine compliance with the Trust's stated purposes and limitations and shall have the power and authority to do and perform all acts or functions not inconsistent with these Bylaws, the Trust's Articles of Incorporation, or the Ordinance.

Section 4.2 Number, Appointment and Term. The number of Directors of the Trust shall be no fewer than five and no more than eleven, as determined from time to time by the Board consistent with the appointment mechanisms described in this Section. The Directors shall be divided into three classes, designated as Class I, Class II and Class III, as follows:

4.2.1 Class I Voting Directors (the "Voting Directors"). The number of Voting Directors of the Trust shall be five. The Voting Directors shall be appointed by the Mayor of the City of Chicago (the "Mayor") with the approval of the Chicago City Council (the "City Council"). One of the Voting Directors shall be a member of the City Council, and each of the four other Voting Directors shall have expertise in one or more of the following areas: financing and development of infrastructure; capital markets; and municipal finance. The initial Voting Directors will serve for the following terms, or until his or her successor is duly qualified and appointed: one Voting Director for a term commencing with the incorporation of the Trust and ending on December 31, 2013; two Voting Directors for a term commencing with the incorporation of the Trust and ending on December 31, 2014; and two Voting Directors for a term commencing with the incorporation of the Trust and ending on December 31, 2015. Succeeding Voting Directors shall serve full three-year terms in staggered rotation, or until his or her successor is duly qualified and appointed. If at any time the City Council Voting Director ceases to be a member of the City Council, his or her term as a Voting Director shall also cease, and a member of the City Council

shall be appointed to serve the remainder of the term. A Voting Director may only be removed for cause by the Mayor.

4.2.2 Class II Advisory Directors. Class II Directors shall be advisory directors of the Trust; they shall not be entitled to vote, and shall not vote, on any matter or transaction before the Board. The number of Class II Directors shall be no more than three. One Class II Director shall be the City Treasurer. Any other Class II Directors shall be appointed by the Mayor and shall be either commissioners, officials or employees of the City or of the following units of government: the Public Building Commission of Chicago, the Chicago Transit Authority, the Chicago Board of Education, Community College District Number 508, the Chicago Park District and the Chicago Housing Authority (each a “Co-ordinate Unit of Government”) or board members of the Co-Ordinate Units of Government. Each Class II shall serve on an ex officio basis, while also serving in his or her respective capacity as a commissioner, official, employee or board member of the City or of a Co-ordinate Unit of Government; if at any time the Class II Director ceases to serve in the City or Co-ordinate Unit of Government position he or she held at the time of the Mayor’s appointment, his or her term as a Class II Director shall also cease. A Class II Director appointed by the Mayor may be removed with or without cause at any time by the Mayor.

4.2.3 Class III Advisory Directors. Class III Directors shall be advisory directors of the Trust; they shall not be entitled to vote, and shall not vote, on any matter or transaction before the Board. The number of Class III Directors shall be no more than three. Class III Directors shall be elected by the Voting Directors. Each Class III Director shall hold office for a term of two years or until his or her successor is duly qualified and elected. At each annual meeting, the Voting Directors shall elect successors for those Advisory Directors whose terms are expiring in that year. A Class III Director may be removed with or without cause at any time by the Board.

Section 4.3 Resignation of Directors. A Director may resign at any time by written notice to the Chair; such resignation shall be effective on the date it is received, or its designated effective date (if later).

Section 4.4 Vacancies. Any vacancy occurring in the Board shall be filled by appointment in a manner consistent with Section 4.2 hereof. A Voting Director or a Class III Director appointed to fill a vacancy shall hold office for the duration of the term vacated or until his or her successor is duly qualified and appointed. A Class II Director appointed to fill a vacancy shall serve on an ex officio basis.

Section 4.5 Compensation. Directors shall not receive any compensation for their services as Directors; however, the Board may authorize reimbursement of reasonable expenses incurred in the performance of their duties. Nothing herein shall be construed to preclude a Director from serving the Trust in any other capacity and receiving reasonable compensation therefor.

ARTICLE V MEETINGS; COMPLIANCE WITH OPEN MEETINGS ACT

Section 5.1 Compliance with the Open Meetings Act. The Board will provide public notice of its meetings and conduct its meetings in accordance with the Illinois Open Meetings Act, 5 ILCS 120/1 et seq., as now enacted or as hereafter amended (the “Open Meetings Act”), as provided in this Article V.

As non-voting, advisory directors, Class II Directors and Class III Directors shall not be considered members of the Board (the executive body of the Trust) for the purposes of the Open Meetings Act; provided, however, that any Class II Director or Class III Director that is a member of a Board committee established pursuant to Article VI hereof shall be considered a member of an administrative or advisory body of the Trust for the purpose of applying the Open Meetings Act to the meetings of such committee.

5.1.1 All meetings of the Board shall be open to the public, held at specified times and places which are convenient and open to the public, unless excepted and closed pursuant to Subsection 5.1.2 hereof. All gatherings, whether in person or by video or audio conference, telephone call, electronic means (such as, without limitation, email, electronic chat and instant messaging) or other means of contemporaneous interactive communication, of any three or more Voting Directors held for the purpose of discussing business of the Trust shall be considered a “meeting of the Board” for the purpose of this Section.

5.1.2 The Board may hold closed meetings to consider subjects excepted from open meeting requirements pursuant subsection (c) of Section 2 of the Open Meetings Act upon the vote of at least three Voting Directors present at a meeting open to public. The citation to the specific exemption contained in Section 2 of the Open Meetings Act shall be disclosed at the time of the vote and recorded in the minutes. At any open meeting for which proper notice has been given, the Board may without additional notice hold a closed meeting. Only topics specified in the vote to close may be considered during a closed meeting, and no final action may be taken.

5.1.3 Any person shall be permitted an opportunity to address the Board at any meeting open to the public, subject to reasonable restrictions adopted and recorded by the Board to ensure orderly conduct of business and to account for time and space constraints.

Section 5.2 Quorum of Directors. Three of the Voting Directors then in office and physically present at any meeting of the Board shall constitute a quorum for the transaction of business. If less than a quorum of the Voting Directors is present at a meeting, a majority of the Voting Directors present may adjourn the meeting at any time without further notice, unless otherwise required by law.

Section 5.3 Manner of Acting. The Board shall act by the affirmative vote of at least three of the Voting Directors present at a meeting at which a quorum is physically present. Voting by proxy or absentee ballot is prohibited.

Section 5.4 Meeting by Conference Telephone or Videoconference. If a quorum is physically present at a meeting of the Board, the Board may permit a Director to participate in and act at such meeting by means of conference telephone, videoconference or other communications equipment through which all persons participating in the meeting can hear each other simultaneously if the Director is prevented from physically attending the meeting because of (a) personal illness or disability, (b) employment purposes or Trust business or (c) a family or other emergency. Participation at a meeting in accordance with this Section shall be equivalent to attendance and presence in person at the meeting of the person or persons so participating, except for the purpose of determining that a quorum exists in accordance with Section 5.2 hereof.

Section 5.5 Annual Meeting. The Annual Meeting of the Board shall be held on such day as the Board shall designate for the purpose of electing Class III Directors and electing officers and for the transaction of any other proper business.

Section 5.6 Regular and Special Meetings. The Board shall meet at least quarterly, and more often as determined by the Chair. Special meetings of the Board may be called by or at the request of the Chair or any two Voting Directors.

Section 5.7 Notice of Meetings.

5.7.1 Annual and Regular Meetings.

5.7.1.1 The Board shall give public notice of the date of its annual meeting and the schedule of its regular meetings at the beginning of each fiscal year and shall state the regular dates, times and places of such meetings. If a change is made in a regular meeting date, at least 10 days' notice of such change shall be given.

5.7.1.2 An agenda for the annual meeting and each regular meeting shall be posted at least 48 hours in advance of the holding of such meeting. The requirement of a meeting agenda shall not preclude the consideration of items not specifically set forth in the agenda.

5.7.2 Special Meetings, Rescheduled Meetings and Emergency Meetings. The Board shall give public notice of any special meeting (except a meeting held in the event of an emergency) or of any rescheduled regular meeting at least 48 hours before such meeting, which notice shall also include the agenda for such meeting. The validity of any action taken by the Board which is germane to a subject on the agenda shall not be affected by other errors or omissions in the agenda. Notice of an emergency meeting shall be given as soon as practicable (but in any event prior to the holding of such meeting) and in the same manner as is given to the Directors to any news medium that has filed an annual request for notice under Subsection 5.7.4 hereof.

5.7.3 Form of Notice. Public notice of all meetings of the Board, whether open or closed, shall be given in conformity with the public notice requirements imposed on public bodies under the Open Meetings Act. Notice of a meeting of the Board and the agenda for such meeting shall also be posted on the Trust's website; provided, however, that the failure to post on the website notice of any meeting or the agenda of any meeting shall not invalidate any meeting or any actions taken at such meeting. The agenda of a regular meeting posted on the Trust's website shall remain posted until the regular meeting is concluded. The annual schedule of meetings shall remain on the Trust's website until a new public notice of the schedule of meetings is approved by the Board.

5.7.4 **Notice to News Media.** Any news medium may file an annual request for notice of meetings of the Board. The Board shall provide a copy of any notice provided under this Section to any news medium that has filed such a request.

Section 5.8 Waiver of Notice Prohibited. The notice required by Section 5.7 hereof cannot be waived by the members of the Board of Directors. Any action taken at a meeting of the Board for which notice was not given in accordance with Section 5.7 hereof shall be considered invalid.

Section 5.9 Records of Proceedings. The Trust shall keep records of all proceedings of the Board and of any committee having been delegated authority to act on behalf of the Board, including minutes of such proceedings, in conformity with the minutes and recording requirements imposed on public bodies under the Open Meetings Act as now or as hereafter amended. Such minutes shall be posted and maintained on the Trust's website.

Section 5.10 Open Meetings Act Training. Within ninety days of assuming office, each Director must complete the on-line training program regarding the Open Meetings Act developed by the Illinois Attorney General (or if such program is no longer available, a comparable program recommended by either the Illinois Attorney General or the City).

ARTICLE VI COMMITTEES

Section 6.1 Committees. The Board may establish such committees as it considers necessary and convenient to the operation of the Trust. Each committee so established shall consist of two or more Voting Directors and such other Directors as the Board may designate.

Section 6.2 Meetings, Quorum and Action. Meetings of committees shall be conducted in accordance with the requirements for meetings of the Board set forth in Article V hereof. This includes the requirement that such committees provide public notice of their meetings and conduct their meetings in accordance with the Open Meetings Act.

Section 6.3 Authority and Restrictions. Notwithstanding any other provision of these Bylaws, no committee of the Board may exercise any of the following powers:

6.3.1 Adopt or authorize a plan for the distribution of the assets, or for the dissolution, of the Trust;

6.3.2 Fill vacancies on the Board or any of its committees;

6.3.3 Elect or remove any officer or Director or fix the compensation of any officer of the Trust;

6.3.4 Adopt, amend or repeal these Bylaws or the Trust's Articles of incorporation;

6.3.5 Approve a plan of merger or consolidation with another corporation, or authorize the sale, lease, exchange or mortgage of all or substantially all of the property or assets of the Trust; or



6.3.6 Amend, alter, repeal, or take action inconsistent with any resolution or action of the Board.

ARTICLE VII OFFICERS OF THE BOARD

Section 7.1 Number. The officers of the Board shall be a Chair, Vice Chair, and a Secretary-Treasurer, along with such other officers as may be elected by the Board in accordance with the provisions of this Article.

Section 7.2 Election and Term of Office.

7.2.1 Chair. The Chair shall be appointed by the Mayor from among the Voting Directors. The Chair shall serve in such position until he or she is removed or replaced, with or without cause, by the Mayor.

7.2.2 Other Officers. Officers other than the Chair shall be elected by the Voting Directors at each annual meeting from among the Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as reasonably practicable. Officers shall serve for a term of one year or until their successors are duly qualified and elected. Election of an officer shall not of itself create contract rights.

Section 7.3 Resignation and Removal of Officers. An officer may resign at any time by written notice to the Chair; such resignation shall be effective on the date it is received, or its designated effective date (if later). Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Trust would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 7.4 Vacancies; New Offices. A vacancy occurring in any office during the middle of a term may be filled, and new offices may be created and filled, at any time by the Board.

Section 7.5 Chair. The Chair shall be the principal executive officer of the Trust and shall preside at all meetings of the Board. Subject to the direction and control of the Board, the Chair shall (a) be in charge of the business and affairs of the Trust; (b) see that the resolutions and directives of the Board are implemented; and (c) in general, perform all duties incident to the office of Chair and such other duties as may be prescribed by the Board. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Trust or a different mode of execution is expressly prescribed by the Board or these Bylaws or is required by law, the Chair may execute on behalf the Trust any contracts, deeds, mortgages, bonds, or other instruments that the Board of Directors has authorized to be executed. The Chair shall have all such other powers and authority necessary and appropriate to carry out the specific duties set forth above.

Section 7.6 Vice Chair. In the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as from time to time may be assigned by the Chair or the Board.

Section 7.7 Secretary-Treasurer. The Secretary-Treasurer shall be the principal accounting and financial officer of the Trust and shall be the custodian of the corporate records of the Trust. The Secretary-Treasurer shall (a) have charge of and be responsible for the maintenance of adequate books of account for the Trust; (b) have charge and custody of and be responsible for all funds and securities of the Trust; (c) receive and give receipts for monies due and payable to the Trust from any source whatsoever and deposit all such monies in the name of the Trust in such banks, trust companies or other depositories as shall be selected in accordance with these Bylaws; (d) have the authority to certify these Bylaws, the resolutions of the Board, and other documents of the Trust as true and correct copies thereof; (e) oversee the implementation of processes that ensure that minutes of meetings of the Board are prepared and that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; and (f) in general, perform all the duties incident to the office of Secretary-Treasurer and such other duties as from time to time may be assigned to him or her by the Chair or by the Board. The Secretary-Treasurer shall have all such other powers and authority necessary and appropriate to carry out the specific duties set forth above. If required by the Board, the Secretary-Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine.

ARTICLE VIII OFFICERS OF THE TRUST

Section 8.1 Officers. The Board shall elect an Executive Director to act as the principal executive officer of the Trust. Additional officers of the Trust may be elected by the Board or selected by the Executive Director in accordance with the provisions of this Article.

Section 8.2 Election and Term of Office. Except as permitted by the following sentence, officers of the Trust shall be elected by the Voting Directors at any duly called meeting of the Board. The Board may by resolution also delegate to the Executive Director the authority to hire and fire officers and employees subordinate to the Executive Director. Officers shall serve for a term of one year or until their successors are duly qualified and elected. Election of an officer shall not of itself create contract rights.

ARTICLE IX LIMITATIONS ON THE POWER OF THE TRUST

Section 9.1 City Council Approval. The prior approval of the City Council shall be required for any transaction to be undertaken by the Trust that seeks to utilize present or anticipated funds, revenues, assets or properties of the City.

Section 9.2 No Power to Pledge City's Credit. The Trust shall have no power to pledge the full faith and credit of the City, nor shall any obligation issued by the Trust (or any entity sponsored by the Trust) in connection with any infrastructure project be a general obligation of the City.

ARTICLE X REQUIRED POLICIES AND PROCEDURES

Section 10.1 Investment Policy. The Board shall adopt an investment policy consistent with the Ordinance, the Trust's Articles of Incorporation and these Bylaws (the "Investment Policy"). The Investment Policy shall establish criteria for all investments and other moneys received by the Trust



from third parties and provide guidelines for developing financing structures for all infrastructure projects submitted to the Trust.

Section 10.2 Procurement Policy. The Board shall establish procurement policies and procedures that comply with all applicable City procurement rules and requirements, including, without limitation, Article IV (Minority-Owned and Women-Owned Business Enterprise Program) and Article VI (M.B.E./W.B.E. Construction Program) of Chapter 2-92, as amended, of the Chicago Municipal Code.

Section 10.3 Employment Policy. The Board shall establish policies and procedures for the hiring of employees that are consistent with applicable policies and procedures utilized by the City in hiring employees, as well as with the Ordinance, the Trust's Articles of Incorporation and these Bylaws.

Section 10.4 Annual Assessment. The Board shall annually commission a written analysis by an independent third party having expertise in infrastructure, capital markets and municipal finance to analyze the impact of the Trust and the projects it has undertaken on the City and on the Chicago metropolitan region. Such assessment shall be delivered to the Mayor and the City Council and posted on the Trust's website.

Section 10.5 Independent Financial Advisors. The Board shall appoint an independent financial advisor for each transaction to be undertaken by the Trust. Such advisor shall provide a written assessment of the proposed transaction in accordance with the Mayor's Executive Order No. 2012-1, dated April 23, 2012. Under no circumstances shall such advisor's fees be based on the success of the proposed transaction.

Section 10.6 Disclosure Statements. The Board shall establish policies and procedures for requiring project investors and independent financial advisors appointed pursuant to Section 10.5 to complete disclosure statements that are substantially similar to the economic disclosure statements required of third parties for transactions with the City under the Chicago Municipal Code, as now enacted or as hereafter amended. Such disclosure statements be open for public inspection and review and shall be posted on the Trust's website.

Section 10.7 Conflicts of Interest Policy. The Trust and its Directors, officers and employees shall adhere to the policies and procedures regarding conflicts of interest attached hereto (the "Conflict of Interest Policy").

Section 10.8 Cooperation with IGO. The Trust, including all Directors, officers and employees of the Trust, shall have a duty to cooperate with the City of Chicago Office of the Inspector General (the "IGO") in any investigation, audit or review undertaken by the IGO with respect to the performance of the Directors and officers and employees of the Trust; any projects financed or supported by the Trust; and any programs or operations undertaken by the Trust; all in order to detect and prevent misconduct, inefficiency and waste within the programs and operations of the Trust. In the course of an investigation by the IGO, upon the IGO's request, the Trust's premises, equipment, personnel, books, records and papers shall be made available as soon as practicable to the IGO. Every Trust financing, contract and grant and every bid, proposal, application or solicitation for a Trust contract or grant shall contain a statement that every project investor and every contractor, subcontractor, licensee and grantee of the Trust has a duty to cooperate with the IGO in like manner as the Trust.

ARTICLE XI REPORTS & RECORDS; PUBLIC ACCESS

Section 11.1 Financial Statements. The Board of Directors shall supervise the preparation and auditing of its financial statements, including full compliance with applicable generally accepted accounting principles (GAAP).

Section 11.2 Annual Report. The Board shall supervise the preparation of annual reports and shall approve and release such reports for public inspection and review on or about April 1 of each year, beginning in the year 2013. Such annual report shall detail the activities and accomplishments of the Trust for the prior year, including, without limitation, information as to investments received by the Trust, infrastructure projects financed or supported by the Trust, articles of incorporation, bylaws and rules and regulations adopted or amended by the Trust, and annual audited financial statements of the Trust. A copy of each annual report shall be presented to the Mayor and the City Council.

Section 11.3 Website. The Board of Directors shall supervise the creation, publication and maintenance of a website for the Trust. Such website shall be updated in a timely fashion. The Trust will post and maintain online for public review the following documents: the annual schedule of regular meetings of the Board of Directors prepared pursuant to Section 5.7 hereof, the minutes of Board of Directors meetings prepared pursuant to Section 5.9 hereof, annual audited financial statements prepared pursuant to Section 11.1 hereof, annual reports prepared pursuant to Section 11.2 hereof, and investor disclosure statements prepared pursuant to Section 10.6 hereof.

Section 11.4 Public Access to Records. The Trust shall keep the books, records, minutes and documents of the Trust open for public inspection, review and copying in accordance with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., as now enacted or as hereafter amended ("FOIA").

11.4.1 The Board of Directors shall appoint a Freedom of Information officer for the Trust. Such officer shall be designated to receive requests for records, shall ensure that the Trust responds to requests in a timely fashion and shall issue responses to such requests under FOIA.

11.4.2 The Board of Directors shall establish policies and procedures for providing such public access consistent with FOIA (the "Public Records Policy"). The Public Records Policy shall be consistent with the following requirements:

- a) The Trust shall comply with or deny a written request for its records within the time period allotted under FOIA, including any applicable extension period.
- b) If the Trust denies a request, it shall issue a written notice of denial identifying the reasons for the denial, including any exemption claimed.
- c) Certain records of the Trust may be exempt from public disclosure in accordance with FOIA.
- d) The Trust may deny categorical requests as unduly burdensome in accordance with applicable provisions of FOIA.
- e) The Trust may charge the requester reasonable fees in accordance with FOIA.

11.4.3 If the Trust denies a request for its records, it shall report such denial to the City in accordance with the applicable provisions of any grant agreement between the Trust and the



City and shall thereafter comply with such directives as are issued by the City pursuant to these grant agreement provisions.

Section 11.5 FOIA Cooperation. The Trust, including all Directors, officers and employees of the Trust, shall cooperate with the City with respect to compliance with the requirements of FOIA concerning any public documents or records that are in the possession of the Trust but are nonetheless subject to the City's obligation to provide public access to such documents or records under FOIA.

ARTICLE XII INDEMNIFICATION

Section 12.1 Indemnification in Actions Other Than by or in the Right of the Trust. The Trust shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Trust) by reason of the fact that he or she is or was a Director, officer, employee or agent of the Trust, or is or was serving at the request of the Trust as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Trust and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Any indemnification provided pursuant to this Article shall be limited to indemnification permitted by the Illinois General Not For Profit Corporation Act of 1986, 805 ILCS 105/101.01 et seq., as now enacted or hereinafter amended, the Trust's Articles of Incorporation and any other applicable law. The termination of any action, suit, or proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Trust or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful. This indemnification right shall be a contract right enforceable by any person entitled to indemnification hereunder.

Section 12.2 Indemnification in Actions By or in the Right of the Trust. The Trust may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Trust to procure a judgment in its favor by reason of the fact that such person is or was a Director, officer, employee or agent of the Trust, or is or was serving at the request of the Trust as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Trust, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Trust, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.



Section 12.3 Right to Payment of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Trust in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Trust as authorized in this Article.

Section 12.4 Indemnification Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 12.5 Insurance. The Trust may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Trust, or who is or was serving at the request of the Trust as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Trust would have the power to indemnify such person against such liability under the provisions of this Article.

Section 12.6 References to Trust. For purposes of this Article, references to “the Trust” shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger that, if its separate existence had continued, would have had the power and authority to indemnify its Directors, officers, employees or agents, so that any person who was a Director, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.

Section 12.7 Other References. For purposes of this Article, references to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Trust” shall include any service as a Director, officer, employee or agent of the Trust that imposes duties on or involves services by such Director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Trust” as referred to in this Article.

ARTICLE XIII GENERAL MATTERS

Section 13.1 Fiscal Year. The fiscal year of the Trust shall begin on the first day of January and end on the last day of December in each year.



Section 13.2 Actions Requiring Board Approval. The following are, without limitation, each subject to the prior approval of the Board: each investment made by a third party with the Trust; each loan or investment or granting of credit support made with the investment capital received by the Trust; any rules or regulations or other procedures of the Trust governing the solicitation and evaluation of projects to be supported with such investment capital; any other rules, regulations or procedures of the Trust; any agreements with the City to provide support and services to the Trust; the annual budget of the Trust; and the engagement of any independent contractor.

Section 13.3 Contracts. The Board may authorize any officer, employee or agent to enter into any contract or execute and deliver any instrument, in the name of and on behalf of the Trust, and such authority may be general or confined to specific instances.

Section 13.4 Loans and Indebtedness. No loans shall be contracted on behalf of the Trust and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

Section 13.5 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Trust shall be signed by the Secretary-Treasurer or his or her designee, unless otherwise determined by the Board.

Section 13.6 Deposits. All funds of the Trust shall be deposited from time to time to the credit of the Trust in such banks, trust companies or other depositories as the Board may select.

Section 13.7 Gifts. The Board may accept on behalf of the Trust any contribution, gift, bequest or devise for the general or any special purposes of the Trust.

Section 13.8 Corporate Seal. The Trust shall not have a corporate seal.

ARTICLE XIV AMENDMENTS

These Bylaws may be amended or restated at any time by the Board upon the affirmative vote of at least three Voting Directors at an open meeting of the Board at which a quorum is present.

Appendix B

Governmental Ethics Ordinance

Chapter 2-156, Municipal Code of Chicago

Part 2. Conflicts of Interest and Improper Influence.

2-156-020. Fiduciary Duty. Officials and employees shall at all times in the performance of their public duties owe a fiduciary duty to the City.

2-156-030. Improper Influence.

(a) No official or employee shall make, participate in making or in any way attempt to use his position to influence any City governmental decision or action in which he knows or has reason to know that he has any financial interest distinguishable from its effect on the public generally, or from which he has derived any income or compensation during the preceding twelve months or from which he reasonably expects to derive any income or compensation in the following twelve months.

(b) No elected official, or any person acting at the direction of such official, shall contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

2-156-060. City Owned Property. No official or employee shall engage in or permit the unauthorized use of City owned property.

2-156-070. Use or Disclosure of Confidential Information. No current or former official or employee shall use or disclose, other than in the performance of his official duties and responsibilities, or as may be required by law, confidential information gained in the course of or by reason of his position or employment. For purposes of this section, "confidential information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, as amended. (Prior Code §26.2.7)

2-156-080. Conflicts of Interest; Appearance of Impropriety.

(a) No official or employee shall make or participate in the making of any governmental decision with respect to any matter in which he has any financial interest distinguishable from that of the general public, or from which he has derived any income or compensation during the preceding twelve months or from which he reasonably expects to derive any income or compensation in the following twelve months.

(b) (1) Any member of the City Council who has any financial interest distinguishable from that of the general public or all aldermen in any matter pending before the City Council or any Council

Committee, or from which he has derived any income or compensation during the preceding twelve months or from which he reasonably expects to derive any income or compensation in the following twelve months shall publicly disclose the nature and extent of such interest on the records of proceedings of the City Council, and shall also notify the Board of Ethics of such interest within 96 hours of delivery by the clerk to the member, of the introduction of any ordinance, resolution, order or other matter in the City Council, or as soon thereafter as the member is or should be aware of such potential conflict of interest. The Board of Ethics shall make such disclosures available for public inspection and copying immediately upon receipt. He shall abstain from voting on the matter but shall be counted present for purposes of a quorum. The obligation to report a potential conflict of interest under this subsection arises as soon as the member of the City Council is or should be aware of such potential conflict.

(2) To avoid even an appearance of impropriety, any member of the City Council who has any business relationship that creates a financial interest on the part of such member, or the domestic partner or spouse of such member, with a person or entity with a matter pending before the City Council or any Council Committee, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months, shall publicly disclose the nature of such business relationship or income or compensation on the records of proceedings of the City Council, and shall also notify the Board of Ethics of such relationship within 96 hours of delivery by the clerk to the member, of the introduction of any ordinance, resolution, order or other matter in the City Council, or as soon thereafter as the member is or should be aware of such potential conflict of interest. The Board of Ethics shall make such disclosures available for public inspection and copying immediately upon receipt. He shall abstain from voting on the matter but shall be counted present for purposes of a quorum. The obligation to report a potential conflict of interest under this subsection arises as soon as the member of the City Council is or should be aware of such potential conflict. For purposes of this subsection (2) only: "matter pending before the City Council or any Council Committee" shall refer to Council action involving the award of loan funds, grant funds or bond proceeds, bond inducement ordinances, leases, land sales, zoning matters, the creation of tax increment financing districts, concession agreements or the establishment of a Class 6(b) Cook County property tax classification.

(c) Any official or employee who has a financial interest in any matter pending before any City agency shall disclose the nature of such interest to the Board of Ethics and, if the matter is pending in his own agency, to the head of the agency, except as provided by subsection (b). The obligation to report under this subsection arises as soon as the official or employee is or should be aware of the pendency of the matter. This subsection does not apply to applications for health, disability or worker's compensation benefits.

2-156-090. Representation of Other Persons.

(a) No elected official or employee may represent, or derive any income or compensation from the representation of, any person other than the City in any formal or informal proceeding or transaction before any City agency in which the agency's action or non-action is of a nonministerial nature; provided that nothing in this subsection shall preclude any employee from performing the duties of his employment, or any elected official from appearing without compensation before any City agency on behalf of his constituents in the course of his duties as an elected official.

(b) No elected official or employee may derive any income or compensation from the representation of, any person, in any judicial or quasi-judicial proceeding before any administrative agency or court in which the City is a party and that person's interest is adverse to that of the City.



(c) No appointed official may represent any person in the circumstances described in subsection (a) or (b) unless the matter is wholly unrelated to the official's City duties and responsibilities. (Prior Code §26.2 9)

2-156-100. Post-Employment Restrictions on Assistance and Representation.

(a) No former official or employee shall assist or represent any person other than the City in any judicial or administrative proceeding involving the City or any of its agencies, if the official or employee was counsel of record or participated personally and substantially in the proceeding during his term of office or employment.

(b) No former official or employee shall, for a period of one year after the termination of the official's or employee's term of office or employment, assist or represent any person in any business transaction involving the City or any of its agencies, if the official or employee participated personally and substantially in the subject matter of the transaction during his term of office or employment; provided, that if the official or employee exercised contract management authority with respect to a contract this prohibition shall be permanent as to that contract.

(c) Nothing in this section shall be construed to restrict a former official's or employee's activities on behalf of, and while employed by, another government agency.

2-156-105. Post-employment Restrictions on Lobbying.

(a) Any person who serves as (i) a non-clerical employee of the Office of the Mayor, or (ii) a department head, shall be prohibited from lobbying the City of Chicago or any city department, board or other city agency for a period of two years after leaving that position.

(b) Any employee who holds an exempt position in a City department, board or other city agency on or after May 16, 2011, other than a person described in subsection (a) of this section, shall be prohibited from lobbying the department, board or agency in which he or she was employed for a period of two years after that employment ends.

(c) Any person who is appointed by the Mayor to the board of any board, commission, authority or agency, on or after May 16, 2011, shall be prohibited from lobbying that board, commission, authority or agency for a period of two years after the date on which his or her service on the board ends.

(d) The prohibitions on lobbying set forth in this section shall not apply to any person who (i) occupied the position before May 16, 2011, and (ii) resigned from that position before November 16, 2011. Nothing in this section shall be construed to prohibit a person from lobbying on behalf of, and while employed by, another government agency.

2-156-110. Interest in City Business

(a) Except with respect to the participation of Eligible Persons in Eligible Programs, no elected official or employee shall have a financial interest in his own name or in the name of any other person in any contract, work or business of the city, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the city, or is authorized by ordinance; provided, however, for purposes of this subsection, any of the following shall not constitute a financial interest in any contract, work or business of the city:

(i) ownership of less than 1% of the outstanding common stock in any entity or its parent, subsidiary or affiliate, regardless of the value of dividends paid or accrued on such stock, and such stock is registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended;

(ii) compensation for property taken pursuant to the city's eminent domain power; and

(iii) any interest of a relative which interest is related to or derived from the relative's independent occupation, business or profession.

(b) Notwithstanding anything to the contrary in this section, no city official or employee who has contract management authority over any contract, work or business of the city shall have a financial interest in any entity which is a contractor, subcontractor, or otherwise a party to that contract, work or business.

(c) Unless sold pursuant to a process of competitive bidding following public notice, no elected official or employee shall have a financial interest in the purchase of any property that: (i) belongs to the city, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the city.

(d) Except with respect to the participation of Eligible Persons in Eligible Programs, no appointed official shall engage in a transaction described in this section unless the matter is wholly unrelated to the official's city duties and responsibilities.

(e) As used in this section, the terms "Eligible Persons" and "Eligible Programs" have the meanings provided in Section 2-45-130 and shall be determined by the department of housing and economic development.

2-156-111. Prohibited Conduct.

(a) No elected official or employee or the spouse or domestic partner of such official or employee, or any entity in which such official or employee or his or her spouse or domestic partner has a financial interest, shall apply for, solicit, accept or receive a loan of any amount from any lobbyist or person who is either doing business or seeking to do business with the City; provided, however, that nothing in this section prohibits application for, solicitation for, acceptance of or receipt of a loan from a financial lending institution, if the loan is negotiated at arm's length and is made at a market rate in the ordinary course of the lender's business. This subsection shall not apply to an entity in which the only financial interest of the official or employee or his or her spouse or domestic partner is related to the spouse's or domestic partner's independent occupation, profession or employment.

(b) No elected official, or the head of any City department or agency, shall retain or hire as a City employee or City contractor any person with whom any elected City official has any business relationship that creates a financial interest on the part of the official, or city department or agency head, or the domestic partner or spouse of the official, or city department or agency head.

(c) No city employee or official shall knowingly negotiate the possibility of future employment with any person, except with a government agency, that has a matter currently pending before such employee or official.

(d) No city employee or official shall personally participate in a decision-making capacity, for a period of two years from the date of employment or becoming a city official, in a matter that benefits his or her immediate former employer or immediate former client who the employee or official



represented or on whose behalf he or she acted as a consultant or lobbyist prior to commencing his or her city employment or prior to becoming a city official.

2-156-115. Time Records for Aldermanic Staff. Each alderman shall maintain a daily record of the attendance of his or her personal employees. The record shall be certified as correct by the alderman or by any employee designated by the alderman. Records required under this section shall be available for inspection in the offices of the respective aldermen in accordance with the Illinois Freedom of Information Act, as amended.

2-156-120. Contract Inducements. No payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher-tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. This prohibition shall be set forth in every City contract and solicitation therefor [sic] [thereof]. (Prior Code §26.2 12)

2-156-130. Employment of Relatives or Domestic Partners.

(a) No official or employee shall employ or advocate for employment, in any City agency in which said official or employee serves or over which he exercises authority, supervision, or control, any person (i) who is a relative or domestic partner of said official or employee, or (ii) in exchange for or in consideration of the employment of any of said official's or employee's relatives or his domestic partner by any other official or employee; provided that the prohibition in (i) applies to City Council Committee staff and independent contractors who are paid from funds appropriated to the Alderman for contractual services provided that those individuals who are relatives and are currently retained as contractors shall be allowed to continue to renew their service contract on an ongoing and annual basis; but not to personal staff of an alderman.

(b) No official or employee shall exercise contract management authority where any relative or the domestic partner of the official or employee is employed by or has contracts with persons doing City work over which the City official or employee has or exercises contract management authority.

(c) No official or employee shall use or permit the use of his position to assist any relative, or his domestic partner in securing employment or contracts with persons over whom the employee or official exercises contract management authority. The employment of or contracting with a relative or domestic partner of such a City official or employee by such a person within six months prior to, during the term of, or six months subsequent to the period of a City contract shall be evidence that said employment or contract was obtained in violation of this chapter.

2-156-135. Prohibited political activities.

(a) No employee shall intentionally perform any prohibited political activity during any compensated time.

(b) No official or employee shall intentionally misappropriate any city property or resources of the city in connection with any prohibited political activity; provided, however, any official or employee may reserve and rent a city-owned facility at a fair market value before any such activity or event connected therewith.

(c) No official or employee shall intentionally misappropriate the services of any officer or employee by requiring any other official or employee to perform any prohibited political activity: (i) as part of the other official's or employee's duties; (ii) as a condition of employment; or (iii) during any compensated time off.

- (d) No official or employee shall be required at any time to participate in any prohibited political activity in consideration of additional compensation or any other benefit, including a salary adjustment, bonus, compensatory time off, or continued employment.
- (e) No official or employee shall be awarded additional compensation or any benefit for such official's or employee's participation in any prohibited political activity.
- (f) Nothing in this section shall be construed to prohibit activities that an official or employee undertakes as part of such official's or employee's official duties or such activities that the official or employee may undertake on a voluntary basis, and which are not otherwise prohibited by this chapter.
- (g) No person either: (i) in a position that is subject to recognized merit principles of public employment; or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of city employment solely because such person is a member or an officer of a political committee, a political party, a political organization or club.

2-156-140. Solicitation or Acceptance of Political Contributions and Membership on Political Fundraising Committees.

- (a) No official or employee shall compel, coerce or intimidate any City official or employee to make, refrain from making or solicit any political contribution. No official or employee shall knowingly solicit any political contribution from any other employee or official over whom he or she has supervisory authority. Nothing in this section shall be construed to prevent any official or employee from voluntarily making or soliciting an otherwise permissible contribution or from receiving an otherwise permissible voluntary contribution, except as set forth in this section or in Sections 2-156-445, 2 92 410 and 2 156 320, as amended, of the Municipal Code.
- (b) No non-elected City employee or official shall knowing-ly solicit or accept any political contribution from a person doing business or seeking to do business with the City. Notwithstanding the foregoing, a non-elected City employee or official who is a candidate for public office may solicit or accept political contributions on behalf of his or her own candidacy from a person doing business or seeking to do business with the City, subject to the same restrictions as are applicable to elected City officials.
- (c) No person with contract management authority shall serve on any political fundraising committee.

Appendix C

Executive Order 2012-1, Establishing The Chicago Infrastructure Trust



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 23, 2012

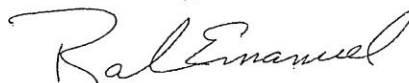
Susana A. Mendoza
City Clerk
Room 107, City Hall
Chicago, IL 60602

Dear Ms. Mendoza:

I transmit herewith for filing Executive Order No. 2012-1, which I have signed this date.

Your prompt attention to this matter is appreciated.

Sincerely,



Mayor

RECEIVED
MAY 01 2012 10:11 AM
2012 APR 23 PM 4:58
OFFICE OF THE
CITY CLERK



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

2012 APR 23 PM 4:59
OFFICE OF THE MAYOR
CITY OF CHICAGO

Executive Order No. 2012-1

WHEREAS, it is in the best interest of the City of Chicago (the "City") to establish a professionally managed and governed infrastructure fund (the "Chicago Infrastructure Trust" or the "Trust") that will provide funding and credit support to qualifying transformative infrastructure projects; help attract private investment for these infrastructure projects; have associated grant-making capabilities for select infrastructure projects; and facilitate funding of infrastructure projects affecting one or more co-ordinate units of local government; and

WHEREAS, the Trust will be capitalized by a combination of moneys appropriated by the City Council of the City and capital provided by a range of third-party investors and organizations; and

WHEREAS, it is essential that the Trust maintain high standards of transparency regarding the types of capital and investments received, the infrastructure projects funded, the investment returns on such projects and other information that will be easily accessible to the public and subject to rigorous oversight and audit; and

WHEREAS, the residents and taxpayers of the City need to have faith in the integrity and the fiscal soundness of the decisions and recommendations made by the Trust; and

WHEREAS, in order to promote public confidence in the Trust and its decision-making, it is necessary that the Trust's transactions be subject to independent evaluation and regular assessment; and

WHEREAS, the provisions of this Order represent a message to every Chicagoan that the Mayor of the City is committed to having the Chicago Infrastructure Trust operate with complete efficiency, transparency, objectivity and accountability; now, therefore,

I, RAHM EMANUEL, Mayor of the City of Chicago, do hereby order as follows:

1. Independent Financial Advisor

a) For each transaction to be undertaken by the Trust, there shall be an independent Financial Advisor (for purposes of this Order, the "Advisor") selected by the Trust.

b) Each Advisor selected by the Trust shall complete and keep up-to-date a disclosure statement that is substantially similar to the economic disclosure statements required of third parties for transactions with the City, which the Trust shall post on its website.

c) The Advisor shall provide a written assessment of the proposed transaction including, but not limited to, analysis of the following matters:

1. Risk analysis, including interest rate risk, revenue risk, long-term operating risk, risk of renegotiation at a future time and risks associated with not proceeding with the transaction;

2. Cost to the participating government, measured in terms of financing costs, operating costs, financial liability (e.g., for cost overruns, revenue shortfalls, etc.) and lifecycle maintenance costs compared with alternative financing structures;

3. Economic benefit to the City and the Chicago metropolitan region from the transaction, including likely impact on job creation and retention.

Each such analysis shall be delivered to the Mayor and the City Council and posted on the Trust's website not later than 15 days prior to any vote required of the City Council or the governing body of any other participating government with regard to the proposed transaction.

d) Under no circumstances shall the Advisor's fees be based on the success of the proposed transaction.

2. Annual Assessment


The Trust shall annually commission a written analysis by an independent third party having expertise in infrastructure, capital markets and municipal finance to analyze the impact of the Trust and the projects it has undertaken on the City and on the Chicago metropolitan region. Such analysis shall be delivered to the Mayor and the City Council and posted on the Trust's website.

3. Administration by Chief Financial Officer and Corporation Counsel

The Chief Financial Officer and the Corporation Counsel are each authorized and directed to administer this Order and enforce its provisions through the inclusion of appropriate provisions in grant agreements or other contracts involving the Trust or through other appropriate means.

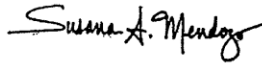
4. Effective Date

This Order shall take effect upon its execution and filing with the City Clerk.



Mayor

Received and filed April 23 2012



City Clerk



Appendix D

Ordinance Establishing The Chicago Infrastructure Trust And Providing For Certain Related Matters

WHEREAS, infrastructure is a vital and foundational element in the future competitiveness of the City of Chicago (the "City") and the City's municipal infrastructure assets including, without limitation, mass transit, surface and highway transportation, freight rail, air and maritime ports, education (elementary, secondary and community college) facilities, water and sewer and other services and facilities require significant and on-going improvement and upgrades; and

WHEREAS, the City's status as a leading global city relies in part on its ability to be at the forefront of implementation of energy efficiency programs and initiatives; and

WHEREAS, savings from these energy efficiency initiatives can be significant and sufficient to pay for the upfront capital investment needed initially to finance these initiatives; and

WHEREAS, financing upgrades, improvements and expansions of the City's infrastructure assets will be challenging, given competing demands for capital that can be raised in the municipal finance markets as well as budget and financial constraints that often result in moneys being allocated to shorter term initiatives and operational expenditures; and

WHEREAS, infrastructure funding from the State and Federal governments has been inconsistent and unpredictable, with demand for funding clearly exceeding the resources available as states and municipalities compete for inevitably limited funding; and

WHEREAS, a range of private investors and organizations, including without limitation foundations, labor unions, public sector and private sector pension funds, private equity funds, mutual funds and sovereign wealth funds have demonstrated a growing interest in low-risk, long-term infrastructure investments and it is in the best interest of the City to work collaboratively with such investors and organizations in a transparent and strategic manner to arrange required financing for a range of transformative infrastructure projects for the benefit of the City and its residents; and

WHEREAS, the City needs to diversify its options and alternatives for financing of infrastructure projects, including financing arrangements that are predictable and attractive to a broad range of investors, all in a manner that is fully transparent and on terms and conditions that benefit the City and its residents; and

WHEREAS, it is in the best interest of the City to establish a professionally managed and governed infrastructure fund (the "Chicago Infrastructure Trust" or the "Trust") that will serve the following purposes and objectives: provide funding and credit support to qualifying transformative infrastructure projects; play an important coordinating and facilitative role in attracting private investment for these infrastructure projects; have associated grant-making capabilities for select infrastructure projects; facilitate funding of infrastructure projects affecting one or more co-ordinate



units of local government that will enable the sharing of labor, resources and knowledge between and among such units of local government; and establish high standards of transparency regarding the types of capital and investments received, the infrastructure projects funded, the investment returns on such projects and other information that will be easily accessible to the public and subject to rigorous oversight and audit; and

WHEREAS, the Trust will be capitalized by a combination of moneys appropriated by the City Council of the City and capital provided by a range of third-party investors and organizations; and

WHEREAS, examples of infrastructure funds and banks exist across the world, including Canada's P3C Fund, the European Infrastructure Bank and the recently announced infrastructure banks in the United Kingdom; and the United States Department of Transportation's Transportation Infrastructure Financing and Innovation Act (TIFIA) Program has similar objectives on a national level although limited to surface transportation projects; and

WHEREAS, the Trust will be among the first of its kind for any city or local government in the United States; and

WHEREAS, it is intended that all assets of the Trust shall be held in trust solely for the purposes and objectives described in this Ordinance; and

WHEREAS, any project undertaken by the City with funding received from or provided by the Trust will comply with City procurement rules and policies; and

WHEREAS, repayment of any moneys provided by the Trust to finance or support any infrastructure project will not be a general obligation of the City and will not be secured by the City's full faith and credit.

Now, Therefore, Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Organization and Qualification of the Chicago Infrastructure Fund.

The Chief Financial Officer of the City, the City Comptroller of the City and the Corporation Counsel of the City are each authorized and directed to take such steps as may be necessary to enable the Trust to become duly organized and qualified as an Illinois not-for-profit organization. (If, at any time, no person is appointed to serve in the position of Chief Financial Officer, then, for all purposes of this Ordinance, the term "Chief Financial Officer" shall mean the City Comptroller.)

SECTION 2. Composition and Appointment of Board Of Directors.

(a) The Board of Directors of the Trust shall consist of five (5) voting members ("Voting Members") appointed by the Mayor of the City (the "Mayor") with the approval of the City Council. Four of these Voting Members shall have expertise in one or more of the following areas: financing and development of infrastructure; capital markets; and municipal finance, and one of these Voting Members shall be a member of the City Council. If at any time the City Council Voting Member shall cease to be a member of the City Council, his or her term as a Voting Member shall also cease and a member of the City Council shall be appointed to serve the remainder of this term.

The Voting Members initially appointed pursuant to this sub-section (a) will serve for the following terms: one member for a term commencing with the incorporation of the Trust and ending on December 31, 2013, two members for a term commencing with the incorporation of the Trust and ending on December 31, 2014; and two members for a term commencing with the incorporation of the Trust and ending on December 31, 2015.

Thereafter, each Voting Member appointed pursuant to this sub-section (a) will serve for a term of three years. Each Voting Member appointed pursuant to this sub-section (a) will serve until his or her successor is duly qualified and appointed. Any appointment and associated City Council approval of Voting Members subsequent to the appointment of the initial Voting Members shall occur within one year of any vacancy created.

Voting Members appointed pursuant to this sub-section (a) will be subject to removal for cause by the Mayor.

Any Voting Member who has a financial interest in any entity that is being considered by the Trust to perform work for the Trust or for the City, to receive funds from the Trust or from the City, or to provide funds to or otherwise make an investment in the Trust, shall recuse himself or herself from any vote of the Board of Directors regarding said entity. For purposes of this paragraph, the term "financial interest" shall be defined as provided in Chapter 2-156, as amended from time to time of the Municipal Code of Chicago, (the "Municipal Code"). Pursuant to this paragraph, all Voting Members owe the Trust a fiduciary duty, and accordingly are strictly prohibited from making decisions or recommendations on behalf of the Trust for personal financial gain.

(b) Non-voting, advisory members shall be appointed to the Board of Directors of the Trust as follows:

(i) Three non-voting, advisory members may be appointed by the Mayor. These non-voting, advisory members shall be either commissioners, officials or employees of the City or of the following units of government: the Public Building Commission of Chicago, the Chicago Transit Authority, the Chicago Board of Education, Community College District Number 508, the Chicago Park District and the Chicago Housing Authority (collectively, the "Co-Ordinate Units of Government") or board members of the Co-Ordinate Units of Government. Each non-voting advisory member appointed pursuant to this clause (i) shall serve ex-officio while also serving in his or her respective position as a , commissioner, official, employee or board member of the City or of the respective Co-Ordinate Unit of Government.

(ii) Three non-voting advisory members may be appointed by the Voting Members. Each non-voting advisory member appointed pursuant to this clause (ii) shall each serve for a term of two years from the date of his or her respective appointment. Non-voting advisory members appointed pursuant to this clause (ii) will be subject to removal for cause by a majority of the Voting Members of the Trust.

(c) The Chair of the Board of Directors of the Trust will be appointed by the Mayor from among the Voting Members. Other officers of the Board of Directors will be selected by the Voting Members.

(d) The Board of Directors of the Trust will not receive a salary and will be compensated only for reasonable out-of-pocket expenses in accordance with procedures approved by the Board.

SECTION 3. Staffing and Personnel; Professional Services.

(a) Subject to the availability of funds duly appropriated, it is hereby directed that for the period from the effective date of this Ordinance and ending on December 31, 2012, an amount not to exceed \$200,000 may be transferred to the Trust for professional services and otherwise to assist the Trust in accomplishing its purposes and objectives as described in this Ordinance.

(b) For the period through December 31, 2012, the Office of the Chief Financial Officer and the Department of Finance are each authorized to provide such staff support to the Trust as may be required to accomplish their respective purposes and mission, including, without limitation, operations and administration of the Trust prior to hiring of an Executive Director and/or other staff:

(c) The Chief Financial Officer and the City Comptroller (each an "Authorized Officer") are each authorized to negotiate: (i) grant agreement(s) with the Trust that set forth the terms and conditions pursuant to which funding authorized by sub-section (a) will be provided to the Trust; and (ii) agreement(s) with the Trust that set forth the terms and conditions pursuant to which staff support authorized by sub-section (b) will be provided to the Trust.

SECTION 4. Grant of Funds for Infrastructure Projects.

Subject to the availability of funds duly appropriated, it is hereby directed that an amount not to exceed \$2,500,000 be transferred to the Trust in one or more grants to support infrastructure projects to be financed and supported by the Trust in furtherance of the purposes and objectives as described in this Ordinance. The Authorized Officers are each authorized to negotiate agreement(s) with the Trust that set forth the terms and conditions of any such grant(s).

SECTION 5. Conditions to Receipt of City Grants.

As a condition to the execution and delivery of any grant agreement(s) authorized by Sections 3 and 4 of this Ordinance, such agreements will provide for the following, all determined or established to the reasonable satisfaction of the applicable Authorized Officer:



(a) The Trust will, consistent with the purposes and objectives as described in this Ordinance, establish criteria for all investments and other moneys received by the Trust from third parties and will develop financing structures for all infrastructure projects submitted to the Trust by the City or by a Co-Ordinate Unit(s) of Government.

(b) The Trust shall have no power to pledge the full faith and credit of the City nor shall any obligation issued by the Trust (or any entity sponsored by the Trust) in connection with any infrastructure project be a general obligation of the City.

(c) The Trust will require full disclosure from investors on all projects and will require completion of disclosure statements that will be substantially similar to the economic disclosure statements required of third parties for transactions with the City. The Trust will make each such disclosure statements available online for public review.

(d) The Trust will be responsible for overseeing preparation and auditing of its financial statements, including full compliance with applicable generally accepted accounting principles.

(e) The Trust will provide public notice of its meetings and conduct its meetings in accordance with the Illinois Open Meetings Act, 5 ILCS 120/1 et seq., as now enacted or as hereafter amended. The Trust will post and maintain online, for public review, the minutes of its meetings.

(f) The Trust will provide public access to books, records, minutes and documents, in accordance with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., as now enacted or as hereafter amended ("FOIA").

(g) The Trust will cooperate with the City with respect to compliance with the requirements of FOIA concerning any public documents or records that are in the possession of the Trust but are nonetheless subject to the City's obligation to provide public access under FOIA.

(h) Commencing in 2013 and for each year thereafter, the Trust shall, on or about April 1 of each such year, prepare annual reports for public review detailing the activities and accomplishments of the Trust for the prior year, including, without limitation, investments received by the Trust; infrastructure projects financed or supported by the Trust; articles of incorporation, by-laws and rules and regulations adopted or amended by the Trust; and the Trust's annual financial statements. A copy of each annual report shall be presented to the Mayor and the City Council.

(i) The Trust will comply with all applicable City procurement rules and requirements, including, without limitation, Article IV (Minority-Owned and Women-Owned Business Enterprise Procurement Program) and Article VI (M.B.E./W.B.E Construction Program) of Chapter 2-92, as amended, of the Municipal Code.

SECTION 6. Power and Authority of City Council.

The prior approval of the City Council shall be required for any transaction to be undertaken by the Trust that seeks to utilize present or anticipated funds, revenues, assets or properties of the City.



Nothing in this Ordinance supersedes limits or otherwise affects the power and authority of the City Council with regard to any projects or financing transactions involving the Trust.

SECTION 7. Severability.

If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 8. Ordinance Controlling.

To the extent that any ordinance, resolution or order of the City is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. This Section 8 does not preclude the application of Section 2-8-035 ("Sale or lease of city assets - Ordinance requirements") of the Municipal Code.

SECTION 9. Performance Provisions.

The Mayor, the Authorized Officers and the City Clerk, for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance and are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance or to evidence said authority.

SECTION 10. Effective Date.

This Ordinance shall be in full force and effect upon its passage and approval.



Appendix E

Job Descriptions

Job Opening: Managing Director

Location: Chicago, IL

The Chicago Infrastructure Trust seeks a Managing Director who will lead a variety of transactions and provide leadership for staff. The CIT is the nation's first municipal infrastructure bank, which seeks to acquire private sector investment to improve the physical condition of the City. CIT focuses on three main projects areas: energy, transportation and property/real estate. This is a full time position.

The mission of the CIT is to assist the people of the City of Chicago, the City government, its sister agencies, and private industry in providing alternative, innovative financing and project delivery options for transformative projects. The Managing Director will report directly to the CEO, lead a variety of transactions in all stages and provide leadership to the entire staff.

Responsibilities:

- Ensure quality of deliverables by demonstrating extraordinary attention to detail
- Lead on a variety of transactions in all stages, from project initiation to transaction closing
- Guide and manage execution teams on day-to-day execution of deals
- Provide leadership, professional development and mentoring for Associate and Analysts
- Maintain and manage client relationships and be actively involved at the key strategic points of each transaction
- Communicate project objectives, regulatory concerns, financial/operational information and complex strategic issues in a clear, concise and relevant manner to assist and guide decision-makers
- Actively seek out opportunities to improve the physical condition of the City of Chicago
- Support CIT business goals

Required Qualifications:

- Ability to make effective decisions by analyzing information and considering priorities
- Demonstrated experience with managing day to day aspects of client relationship and projects
- Demonstrated record of leadership and effective management in matrixed organization
- Significant client interaction and experience, particularly showing the ability to develop strong and influential client relationships
- Bachelor's or Master's degree in Finance, Accounting or Economics or a relevant MBA
- Excellent quantitative, analytical and communication skills
- Working knowledge of Microsoft Office, including Word, Excel, PowerPoint and Outlook
- Years of relevant work experience – 15+

How To Apply:

Please submit your cover letter and resume as a single attachment when applying. Applications should be submitted via e-mail to: careers@shapechicago.org



Salary & Benefits:

Annual salary plus benefits commensurate with experience and position.

This is a full-time position.

Equal Employment Opportunity:

The Chicago Infrastructure Trust is an Equal Opportunity Employer.



Job Opening: Associate

Location: Chicago, IL

The Chicago Infrastructure Trust seeks an Associate to provide support for project management and research. The CIT is the nation's first municipal infrastructure bank, which seeks to acquire private sector investment to improve the physical condition of the City. CIT focuses on three main projects areas: energy, transportation and property/real estate. This is a full time position.

The mission of the CIT is to assist the people of the City of Chicago, the City government, its sister agencies, and private industry in providing alternative, innovative financing and project delivery options for transformative projects. The Associate will provide research and analytical support for the entire staff. In addition, the position will require project management duties.

Responsibilities:

- Prepare primary and secondary research, preparation of reports and the presentation of recommendation
- Oversee and prepare complex financial models to evaluate initiative performance under various operating and capital scenarios that aid in investment decisions
- Lead the preparation of presentation materials for use in internal and external meetings
- Use subject matter knowledge, collect and prepare information for use in discussion, meetings of high-level management and City and private sector counterparts
- Support CIT business goals

Required Qualifications:

- Excellent quantitative, analytical and communication skills
- Experience with financial modeling with the ability to synthesize large amounts of data into a cohesive story
- Ability to prepare project plans and manage projects
- Background in economics, finance, and statistics, data analysis
- Successfully completed relevant MBA program
- Working knowledge of Microsoft Office, including Word, Excel, PowerPoint and Outlook
- Very strong interpersonal skills and ability to build solid relationships with stakeholders, including staff, board members, and external partners
- Strong organizational skills that reflect ability to perform and prioritize multiple tasks seamlessly with excellent attention to detail
- Highly resourceful team-player, with the ability to also be extremely effective independently
- Demonstrated ability to achieve high performance goals and meet deadlines in a fast paced environment
- Ability to use discretion, and sound judgment in responding to issues and concerns, and maintain confidentiality when required
- Forward looking thinker, who actively seeks opportunities and proposes solutions
- Years of relevant work experience – 5+

**How To Apply:**

Please submit your cover letter and resume as a single attachment when applying. Applications should be submitted via e-mail to: careers@shapechicago.org

Salary & Benefits:

Annual salary plus benefits commensurate with experience and position.

This is a full-time position.

Equal Employment Opportunity:

The Chicago Infrastructure Trust is an Equal Opportunity Employer.



Job Opening: Analyst

Location: Chicago, IL

The Chicago Infrastructure Trust seeks an Analyst to provide support for project management and research. The CIT is the nation's first municipal infrastructure bank, which seeks to acquire private sector investment to improve the physical condition of the City. CIT focuses on three main projects areas: energy, transportation and property/real estate. This is a full time position.

The mission of the CIT is to assist the people of the City of Chicago, the City government, its sister agencies, and private industry in providing alternative, innovative financing and project delivery options for transformative projects. The Analysts will provide research and analytical support for the entire staff. In addition, the position will require project management duties.

Responsibilities:

- Assist in primary and secondary research, preparation of reports and the presentation of recommendation
- Prepare complex financial models to evaluate initiative performance under various operating and capital scenarios that aid in investment decisions
- Assist in the preparation of presentation materials for use in internal and external meetings
- Support CIT business goals

Required Qualifications:

- Excellent quantitative, analytical and communication skills
- Experience with financial modeling with the ability to synthesize large amounts of data into a cohesive story
- Ability to prepare project plans and manage projects
- Bachelor's degree in finance/accounting, economics, and/or business.
- Working knowledge of Microsoft Office, including Word, Excel, PowerPoint and Outlook
- Very strong interpersonal skills and ability to build solid relationships with stakeholders, including staff, board members, and external partners
- Strong organizational skills that reflect ability to perform and prioritize multiple tasks seamlessly with excellent attention to detail
- Highly resourceful team-player, with the ability to also be extremely effective independently
- Demonstrated ability to achieve high performance goals and meet deadlines in a fast paced environment
- Ability to use discretion, and sound judgment in responding to issues and concerns, and maintain confidentiality when required
- Forward looking thinker, who actively seeks opportunities and proposes solutions
- Working on MBA
- Years of relevant work experience – 3+

How To Apply:

Please submit your cover letter and resume as a single attachment when applying. Applications should be submitted via e-mail to: careers@shapechicago.org



Salary & Benefits:

Annual salary plus benefits commensurate with experience and position.

This is a full-time position.

Equal Employment Opportunity:

The Chicago Infrastructure Trust is an Equal Opportunity Employer.



Job Opening: Office Manager/Executive Assistant/Receptionist

Location: Chicago, IL

The Chicago Infrastructure Trust seeks an Office Manager/Executive Assistant/Receptionist. The CIT is the nation's first municipal infrastructure bank, which seeks to acquire private sector investment to improve the physical condition of the City. CIT focuses on three main projects areas: energy, transportation and property/real estate. This is a full time position.

The mission of the CIT is to assist the people of the City of Chicago, the City government, its sister agencies, and private industry in providing alternative, innovative financing and project delivery options for transformative projects. The Office Manager/Executive Assistant/Receptionist will provide administrative support for the CIT, including scheduling, budget support, office management and personal assistant duties to the CEO.

Responsibilities:

- Manage the day-to-day operations of the office
- Organize and maintain files and records
- Monitor monthly financial reporting
- Manage CIT's social media presence on various digital platforms
- Plan and schedule meetings and appointments
- Prepare and edit correspondence, reports and presentations
- Make travel and guest arrangements
- Assist in primary and secondary research, preparation of financial models and project plans
- Provide quality customer service
- Work in a professional environment

Required Qualifications:

- Bachelor's degree in accounting/finance, economics, business, and/or equivalent experience/training
- Very strong interpersonal skills and ability to build solid relationships with stakeholders, including staff, board members, and external partners
- Strong organizational skills that reflect ability to perform and prioritize multiple tasks seamlessly with excellent attention to detail
- Working knowledge of Microsoft Office, including Word, Excel, PowerPoint and Outlook
- Highly resourceful team-player, with the ability to also be extremely effective independently
- Demonstrated ability to achieve high performance goals and meet deadlines in a fast paced environment
- Ability to use discretion, and sound judgment in responding to issues and concerns, and maintain confidentiality when required
- Forward looking thinker, who actively seeks opportunities and proposes solutions

How To Apply:

Please submit your cover letter and resume as a single attachment when applying. Applications should be submitted via e-mail to: careers@shapechicago.org



Salary & Benefits:

Annual salary plus benefits commensurate with experience and position.

This is a full-time position:

Reports to the CEO of the Chicago Infrastructure Trust.

Equal Employment Opportunity:

The Chicago Infrastructure Trust is an Equal Opportunity Employer.

Appendix F

Non-Disclosure Agreements

EMPLOYEE NONDISCLOSURE AGREEMENT

In consideration of my acceptance of employment with the Chicago Infrastructure Trust, an Illinois not-for-profit corporation having an office at 35 East Wacker Drive, Suite 1450, Chicago, IL 60601 (the "Trust"), for which I will be paid compensation for my services, the receipt and sufficiency of which are hereby acknowledged, I hereby agree as follows:

1. NONDISCLOSURE.

1.1 Recognition of Trust's Rights; Nondisclosure.

I recognize that the Trust possesses and will continue to possess information that has been created, developed or otherwise become known to the Trust (including without limitation information created by, developed by, or made known to, me during the period of or arising out of my employment with the Trust) and/or in which property rights have been assigned, licensed or otherwise conveyed to the Trust, which information has commercial value in the business in which the Trust is engaged.

I recognize that during the period of or arising out of my employment with the Trust, I will be given access to or knowledge of certain Proprietary Information (as defined below) and Third Party Information (as defined below) (Proprietary Information, Third Party Information, and other confidential or non-public information (whether or not specifically labeled or identified as confidential) of the Trust, the City of Chicago (or any of its sister agencies), or their respective affiliates, officers, employees, or agents is collectively referred to as "Confidential Information").

At all times during my employment and at all times after the termination of my employment, I will hold in strictest confidence and will not, directly or indirectly, disclose, use, distribute or publish any of the Trust's Confidential Information (as defined below) that I may produce or otherwise acquire or have access to during the course of my employment, except as expressly provided herein. I further agree not to reproduce or in any way allow any such Confidential Information to be delivered to or used by any third party without specific written direction or written consent of a duly authorized representative of the Trust. I hereby assign to the Trust (or its designee) any rights I may have or acquire in the Trust's Proprietary Information and recognize that all Proprietary Information shall be the sole and exclusive property of the Trust and its assigns and designees. I further agree that if I am served with subpoena or other compulsory judicial administrative process calling for production of Confidential Information, I will immediately notify the Trust in order that it may take such action as it deems necessary to protect its interests.

1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Trust or the City of Chicago (or any of its sister agencies) or any of their affiliates, including, without limitation, the information described in the first paragraph of Section 1.1 above. By way of illustration but not limitation, "Proprietary Information" includes Trust and City of Chicago (a) trade secrets, inventions, ideas, processes, formulas, data, programs, copyrights, other works of authorship, trademarks, service marks,



trade names, know-how, improvements, discoveries, developments, designs, techniques and the like; (b) information regarding plans for industrial development, research, development, new products, new projects, sharing of business plans or project plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and third-party contractors; and (c) information regarding the skills, functions and compensation of employees, in each case, of the Trust, the City of Chicago, or any of their affiliates.

1.3 Third Party Information. I understand, in addition, that the Trust, the City of Chicago, and their affiliates have received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on their part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and at all times thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Trust personnel or agents who need to know such information in connection with their work for the Trust or as may be required by law or civil process) or use, except in connection with my work for the Trust, Third Party Information unless expressly authorized by the Board of Directors or the Chief Executive Officer of the Trust in writing.

1.4 No Improper Use of Information of Prior or Current Employers and Others. During my employment with the Trust, I will not improperly use or disclose any confidential information or trade secrets, if any, of any current or former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Trust or any of its affiliates any unpublished documents or any property belonging to any current or former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that current or former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Trust or one of its affiliates.

2. NO CONFLICTING OBLIGATION. My execution, delivery and performance of this Agreement and the performance of my other obligations and duties to the Trust will not cause any breach, default or violation of any other employment, nondisclosure, confidentiality, consulting or other agreement to which I am a party or by which I may be bound. I agree that I will not enter into, any agreement either written or oral in conflict herewith.

3. RETURN OF TRUST PROPERTY. The Trust may require the return, destruction, or disposal of any or all Confidential Information at any time and for any or no reason during the term of this Agreement. Upon request of the Trust (at any time) or upon termination of my employment by the Trust, I will deliver to the Trust (or its designee) any and all property of the Trust, the City of Chicago, or their affiliates, including, without limitation: Confidential Information and any summaries, excerpts, and abstracts of such, drawings, data, notes, memoranda, records, specifications, devices (including, without limitation, computers, cell phones and all other equipment), formulas, and documents, together with all copies thereof, including copies stored electronically, and any other material containing or disclosing any Confidential Information. I further agree that any property situated on the premises of the Trust, the City of Chicago, or their affiliates and owned by the Trust, the City of Chicago, or their affiliates, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by personnel of the Trust, the City of Chicago, or their affiliates at any time with or without notice. Prior to



or upon termination of my employment, I will cooperate with the Trust in completing and signing a reasonable form of termination statement, including confirmation of my compliance with my obligations in this Section 4 and all other obligations herein.

4. LEGAL AND EQUITABLE REMEDIES. Because I will have access to and become acquainted with Confidential Information during the course of my employment, and because the Trust and/or its affiliates will suffer immediate and irreparable harm if I do not abide by my obligations in this Agreement (and the damage to the Trust and/or its affiliates will be difficult to measure and financial relief will be incomplete), the Trust and/or its affiliates shall have the right to enforce this Agreement and any of its provisions by temporary, preliminary or permanent injunction, specific performance or other equitable relief, without bond and without prejudice to any other legal or equitable rights and remedies that the Trust may have for a breach of this Agreement.

5. NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address, if sent by overnight delivery through a nationally recognized overnight delivery service to the appropriate address, one (1) day after the date of sending, or if sent by certified or registered mail (return receipt requested) to the appropriate address, three (3) days after the date of mailing.

6. NOTIFICATION OF EMPLOYER. Upon termination of my employment by the Trust, I hereby consent to the Trust notifying any then-current or future employer of my rights and obligations under this Agreement.

7. NO EMPLOYMENT CONTRACT; EMPLOYMENT AT WILL. I hereby acknowledge and agree that this Agreement and any written offer of employment from the Trust do not individually or collectively constitute a contract for employment for any certain term, and unless the parties to this Agreement agree in writing to the contrary, my employment relationship with the Trust is deemed and understood to be "at will," subject to the rules and policies of the Trust as may be changed from time to time.

8. GENERAL PROVISIONS.

8.1 Governing Law; Consent to Personal Jurisdiction. This Agreement is to be governed by and construed in accordance with the internal laws of the State of Illinois, excluding that body of law pertaining to conflict of laws. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE STATE OR FEDERAL COURTS WITHIN COOK COUNTY, ILLINOIS, AND THE PARTIES IRREVOCABLY AGREE TO THE JURISDICTION OF, AND VENUE IN, SUCH COURTS FOR SUCH PURPOSES AND I HEREBY WAIVE ANY CLAIM OR DEFENSE THAT SUCH FORUM IN SUCH COURTS IS NOT CONVENIENT OR PROPER.

8.2 Severability. If any provision of this Agreement shall be held or declared to be invalid or unenforceable, such invalid or unenforceable provision shall not affect any other provision of this Agreement, the remainder of this Agreement, and my obligations hereunder, shall continue in full force and effect as though such provision had not been contained in this Agreement, and, if permitted under applicable rules of instruction and interpretation, such provision shall be reformed to the extent necessary to render such provision valid and enforceable and to reflect the intent of the parties to the maximum extent possible under applicable law.



8.3 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Trust, its successors, assigns and affiliates. I agree that I am not permitted to assign any of my rights or obligations under this Agreement. The obligations of the Trust hereunder shall inure to the benefit of and be binding on its successors or permitted assigns, whether by merger, consolidation or acquisition of all or substantially all of its business or assets (it being understood and agreed that the Trust may assign this Agreement without my consent to (i) any of its affiliates and/or (ii) to a purchaser of all or substantially all of its business or assets).

8.4 Survival. The provisions of this Agreement shall survive the termination of my engagement and the assignment of this Agreement by the Trust to any successor in interest or other assignee.

8.5 Continued Service. I agree and understand that nothing in this Agreement shall interfere in any way with my right or the Trust's right to terminate my employment at any time, for any reason. I agree to abide by the Trust's rules, regulations, policies and practices as revised from time to time.

8.6 Waiver. No waiver by the Trust of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Trust of any right under this Agreement shall be construed as a waiver of any other right. The Trust shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

8.7 Entire Agreement. The obligations pursuant to Section 1 of this Agreement shall apply to any time during which I was previously engaged, or am in the future engaged, by the Trust as an employee or independent contractor if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement, along with the other documents entered into concurrently herewith, is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or other compensation will not affect the validity or scope of this Agreement.

8.8 Fees. If the Trust is required to and successfully does enforce this Agreement, I will reimburse the Trust for its actual costs incurred in such enforcement, including, without limitation, attorneys' fees.



8.9 Interpretation. The terms "including", "includes", "include" and words of like import shall be construed broadly as if followed by the words "without limitation". The terms "herein", "hereunder", "hereof" and words of like import refer to this entire Agreement instead of just the provision in which they are found. The term "person" means a person or entity of any kind. No rule of construction shall be applied to this Agreement to the effect that it should be construed strictly against the drafter thereof.

Employee Name (Please Print)

Signature

Date



INDEPENDENT CONTRACTOR NONDISCLOSURE AGREEMENT

In consideration of my engagement as an independent contractor with Chicago Infrastructure Trust, an Illinois not-for-profit corporation having an office at 35 East Wacker Drive, Suite 1450, Chicago, Illinois 60601 (the "Trust"), for which I will be paid a fee for my services, the receipt and sufficiency of which are hereby acknowledged, I hereby agree as follows:

1. NONDISCLOSURE.

1.1 Recognition of Trust's Rights; Nondisclosure.

I recognize that the Trust possesses and will continue to possess information that has been created, developed or otherwise become known to the Trust (including without limitation information created by, developed by, or made known to, me during the period of or arising out of my service as an independent contractor with the Trust) and/or in which property rights have been assigned, licensed or otherwise conveyed to the Trust, which information has commercial value in the business in which the Trust is engaged.

I recognize that during the period of or arising out of my service as an independent contractor with the Trust, I will be given access to or knowledge of certain Proprietary Information (as defined below) and Third Party Information (as defined below) (Proprietary Information, Third Party Information, and other confidential or non-public information (whether or not specifically labeled or identified as confidential) of the Trust, the City of Chicago (or any of its sister agencies), or their respective affiliates, officers, employees, or agents is collectively referred to as "Confidential Information").

At all times during my service as an independent contractor and at all times after the termination of my service as an independent contractor, I will hold in strictest confidence and will not, directly or indirectly, disclose, use, distribute or publish any of the Trust's Confidential Information (as defined below) that I may produce or otherwise acquire or have access to during the course of my service as an independent contractor, except as expressly provided herein. I further agree not to reproduce or in anyway allow any such Confidential Information to be delivered to or used by any third party without specific written direction or written consent of a duly authorized representative of the Trust. I hereby assign to the Trust (or its designee) any rights I may have or acquire in the Trust's Proprietary Information and recognize that all Proprietary Information shall be the sole and exclusive property of the Trust and its assigns and designees. I further agree that if I am served with subpoena or other compulsory judicial administrative process calling for production of Confidential Information, I will immediately notify the Trust in order that it may take such action as it deems necessary to protect its interests.

1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Trust or the City of Chicago (or any of its sister agencies) or any of their affiliates, including, without limitation, the information described in the first paragraph of Section 1.1 above. By way of illustration but not limitation, "Proprietary Information" includes Trust and City of Chicago (a) trade secrets, inventions, ideas, processes, formulas, data, programs, copyrights, other works of authorship, trademarks, service marks,



trade names, know-how, improvements, discoveries, developments, designs, techniques and the like; (b) information regarding plans for industrial development, research, development, new products, new projects, sharing of business plans or project plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and third-party contractors; and (c) information regarding the skills, functions and compensation of employees, in each case, of the Trust, the City of Chicago, or any of their affiliates.

1.3 Third Party Information. I understand, in addition, that the Trust, the City of Chicago, and their affiliates have received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on their part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my service as an independent contractor and at all times thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Trust personnel or agents who need to know such information in connection with their work for the Trust or as may be required by law or civil process) or use, except in connection with my work for the Trust, Third Party Information unless expressly authorized by the Board of Directors or the Chief Executive Officer of the Trust in writing.

1.4 No Improper Use of Information of Prior or Current Employers and Others. During my service as an independent contractor with the Trust, I will not improperly use or disclose any confidential information or trade secrets, if any, of any current or former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Trust or any of its affiliates any unpublished documents or any property belonging to any current or former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that current or former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Trust or one of its affiliates.

2. NO CONFLICTING OBLIGATION. My execution, delivery and performance of this Agreement and the performance of my other obligations and duties to the Trust will not cause any breach, default or violation of any other employment, nondisclosure, confidentiality, consulting or other agreement to which I am a party or by which I may be bound. I agree that I will not enter into, any agreement either written or oral in conflict herewith.

3. RETURN OF TRUST PROPERTY. The Trust may require the return, destruction, or disposal of any or all Confidential Information at any time and for any or no reason during the term of this Agreement. Upon request of the Trust (at any time) or upon termination of my engagement as an independent contractor by the Trust, I will deliver to the Trust (or its designee) any and all property of the Trust, the City of Chicago, or their affiliates, including, without limitation: Confidential Information and any summaries, excerpts, and abstracts of such, drawings, data, notes, memoranda, records, specifications, devices (including, without limitation, computers, cell phones and all other equipment), formulas, and documents, together with all copies thereof, including copies stored electronically, and any other material containing or disclosing any Confidential Information. I further agree that any property situated on the premises of the Trust, the City of Chicago, or their affiliates and owned by the Trust, the City of Chicago, or their affiliates, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by personnel of the Trust, the City of Chicago, or their affiliates at any time



with or without notice. Prior to or upon termination of my engagement, I will cooperate with the Trust in completing and signing a reasonable form of termination statement, including confirmation of my compliance with my obligations in this Section 4 and all other obligations herein.

4. LEGAL AND EQUITABLE REMEDIES. Because I will have access to and become acquainted with Confidential Information during the course of my service as an independent contractor, and because the Trust and/or its affiliates will suffer immediate and irreparable harm if I do not abide by my obligations in this Agreement (and the damage to the Trust and/or its affiliates will be difficult to measure and financial relief will be incomplete), the Trust and/or its affiliates shall have the right to enforce this Agreement and any of its provisions by temporary, preliminary or permanent injunction, specific performance or other equitable relief, without bond and without prejudice to any other legal or equitable rights and remedies that the Trust may have for a breach of this Agreement.

5. NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address, if sent by overnight delivery through a nationally recognized overnight delivery service to the appropriate address, one (1) day after the date of sending, or if sent by certified or registered mail (return receipt requested) to the appropriate address, three (3) days after the date of mailing.

6. NOTIFICATION OF EMPLOYER. Upon termination of my service as an independent contractor by the Trust, I hereby consent to the Trust notifying any then-current or future employer of my rights and obligations under this Agreement.

7. INDEPENDENT CONTRACTOR FOR ALL PURPOSES. I hereby acknowledge and agree that my status with the Trust at all times shall be that of an independent contractor, and that I may not, at any time, act as a representative for or on behalf of the Trust for any purpose or transaction, and may not bind or otherwise obligate the Trust in any manner whatsoever without obtaining the prior written approval of the Trust therefor. The parties hereby acknowledge and agree that all fees paid to me by the Trust shall represent fees for services as an independent contractor, and shall therefor be paid without any deductions or withholdings taken therefrom for taxes or for any other purpose. The parties also acknowledge that the Trust will provide me with an IRS Form 1099-MISC to the extent necessary to report any compensation income paid to me by the Trust that arises from my service as an independent contractor, and not an IRS Form W-2. I further acknowledge that the Trust makes no warranties as to any tax consequences regarding payment of such fees, and specifically agrees that the determination of any tax liability or other consequences of any payment made hereunder is my sole and complete responsibility, and that I will pay all taxes, if any, assessed on such payments under the applicable laws of any Federal, state, local or other jurisdiction and, to the extent not so paid, will indemnify the Trust for any taxes so assessed against the Trust. I also agree that during the term of my service as an independent contractor with the Trust, I shall not be eligible to participate in any of the employee benefit plans or arrangements of the Trust.

8. GENERAL PROVISIONS.

8.1 Governing Law; Consent to Personal Jurisdiction. This Agreement is to be governed by and construed in accordance with the internal laws of the State of Illinois, excluding that body of law



pertaining to conflict of laws. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE STATE OR FEDERAL COURTS WITHIN COOK COUNTY, ILLINOIS, AND THE PARTIES IRREVOCABLY AGREE TO THE JURISDICTION OF, AND VENUE IN, SUCH COURTS FOR SUCH PURPOSES AND I HEREBY WAIVE ANY CLAIM OR DEFENSE THAT SUCH FORUM IN SUCH COURTS IS NOT CONVENIENT OR PROPER.

8.2 Severability. If any provision of this Agreement shall be held or declared to be invalid or unenforceable, such invalid or unenforceable provision shall not affect any other provision of this Agreement, the remainder of this Agreement, and my obligations hereunder, shall continue in full force and effect as though such provision had not been contained in this Agreement, and, if permitted under applicable rules of instruction and interpretation, such provision shall be reformed to the extent necessary to render such provision valid and enforceable and to reflect the intent of the parties to the maximum extent possible under applicable law.

8.3 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Trust, its successors, assigns and affiliates. I agree that I am not permitted to assign any of my rights or obligations under this Agreement. The obligations of the Trust hereunder shall inure to the benefit of and be binding on its successors or permitted assigns, whether by merger, consolidation or acquisition of all or substantially all of its business or assets (it being understood and agreed that the Trust may assign this Agreement without my consent to (i) any of its affiliates and/or (ii) to a purchaser of all or substantially all of its business or assets).

8.4 Survival. The provisions of this Agreement shall survive the termination of my engagement and the assignment of this Agreement by the Trust to any successor in interest or other assignee.

8.5 Continued Service. I agree and understand that nothing in this Agreement shall confer any right with respect to employment with the Trust, nor shall it interfere in any way with my right or the Trust's right to terminate my service as an independent contractor at any time, for any reason. I agree to abide by the Trust's rules, regulations, policies and practices as revised from time to time.

8.6 Waiver. No waiver by the Trust of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Trust of any right under this Agreement shall be construed as a waiver of any other right. The Trust shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

8.7 Entire Agreement. The obligations pursuant to Section 1 of this Agreement shall apply to any time during which I was previously engaged, or am in the future engaged, by the Trust as an independent contractor if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement, along with the other documents entered into concurrently herewith, is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or other compensation will not affect the validity or scope of this Agreement.



8.8 Fees. If the Trust is required to and successfully does enforce this Agreement, I will reimburse the Trust for its actual costs incurred in such enforcement, including, without limitation, attorneys' fees.

8.9 Interpretation. The terms "including", "includes", "include" and words of like import shall be construed broadly as if followed by the words "without limitation". The terms "herein", "hereunder", "hereof" and words of like import refer to this entire Agreement instead of just the provision in which they are found. The term "person" means a person or entity of any kind. No rule of construction shall be applied to this Agreement to the effect that it should be construed strictly against the drafter thereof.

Independent Contractor Name (Please Print)

Signature

Date



INTERN NONDISCLOSURE AGREEMENT

In consideration of my engagement as an intern with Chicago Infrastructure Trust, an Illinois not-for-profit corporation having an office at 35 East Wacker Drive, Suite 1450, Chicago, Illinois 60601 (the "Trust"), for which I will receive academic course credit, the receipt and sufficiency of which are hereby acknowledged, I hereby agree as follows:

1. NONDISCLOSURE.

1.1 Recognition of Trust's Rights; Nondisclosure.

I recognize that the Trust possesses and will continue to possess information that has been created, developed or otherwise become known to the Trust (including without limitation information created by, developed by, or made known to, me during the period of or arising out of my service as an intern with the Trust) and/or in which property rights have been assigned, licensed or otherwise conveyed to the Trust, which information has commercial value in the business in which the Trust is engaged.

I recognize that during the period of or arising out of my service as an intern with the Trust, I will be given access to or knowledge of certain Proprietary Information (as defined below) and Third Party Information (as defined below) (Proprietary Information, Third Party Information, and other confidential or non-public information (whether or not specifically labeled or identified as confidential) of the Trust, the City of Chicago (or any of its sister agencies), or their respective affiliates, officers, employees, or agents is collectively referred to as "Confidential Information").

At all times during my service as an intern and at all times after the termination of my service as an intern, I will hold in strictest confidence and will not, directly or indirectly, disclose, use, distribute or publish any of the Trust's Confidential Information (as defined below) that I may produce or otherwise acquire or have access to during the course of my service as an intern, except as expressly provided herein. I further agree not to reproduce or in anyway allow any such Confidential Information to be delivered to or used by any third party without specific written direction or written consent of a duly authorized representative of the Trust. I hereby assign to the Trust (or its designee) any rights I may have or acquire in the Trust's Proprietary Information and recognize that all Proprietary Information shall be the sole and exclusive property of the Trust and its assigns and designees. I further agree that if I am served with subpoena or other compulsory judicial administrative process calling for production of Confidential Information, I will immediately notify the Trust in order that it may take such action as it deems necessary to protect its interests.

1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Trust or the City of Chicago (or any of its sister agencies) or any of their affiliates, including, without limitation, the information described in the first paragraph of Section 1.1 above. By way of illustration but not limitation, "Proprietary Information" includes Trust and City of Chicago (a) trade secrets, inventions, ideas, processes, formulas, data, programs, copyrights, other works of authorship, trademarks, service marks, trade names, know-how, improvements, discoveries, developments, designs, techniques and the like; (b) information regarding plans for industrial development, research, development, new products, new



projects, sharing of business plans or project plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and third-party contractors; and (c) information regarding the skills, functions and compensation of employees, in each case, of the Trust, the City of Chicago, or any of their affiliates.

1.3 Third Party Information. I understand, in addition, that the Trust, the City of Chicago, and their affiliates have received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on their part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my service as an intern and at all times thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Trust personnel or agents who need to know such information in connection with their work for the Trust or as may be required by law or civil process) or use, except in connection with my work for the Trust, Third Party Information unless expressly authorized by the Board of Directors or the Chief Executive Officer of the Trust in writing.

1.4 No Improper Use of Information of Prior or Current Employers and Others. During my service as an intern with the Trust, I will not improperly use or disclose any confidential information or trade secrets, if any, of any current or former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Trust or any of its affiliates any unpublished documents or any property belonging to any current or former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that current or former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Trust or one of its affiliates.

2. NO CONFLICTING OBLIGATION. My execution, delivery and performance of this Agreement and the performance of my other obligations and duties to the Trust will not cause any breach, default or violation of any other employment, nondisclosure, confidentiality, consulting or other agreement to which I am a party or by which I may be bound. I agree that I will not enter into, any agreement either written or oral in conflict herewith.

3. RETURN OF TRUST PROPERTY. The Trust may require the return, destruction, or disposal of any or all Confidential Information at any time and for any or no reason during the term of this Agreement. Upon request of the Trust (at any time) or upon termination of my engagement as an intern by the Trust, I will deliver to the Trust (or its designee) any and all property of the Trust, the City of Chicago, or their affiliates, including, without limitation: Confidential Information and any summaries, excerpts, and abstracts of such, drawings, data, notes, memoranda, records, specifications, devices (including, without limitation, computers, cell phones and all other equipment), formulas, and documents, together with all copies thereof, including copies stored electronically, and any other material containing or disclosing any Confidential Information. I further agree that any property situated on the premises of the Trust, the City of Chicago, or their affiliates and owned by the Trust, the City of Chicago, or their affiliates, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by personnel of the Trust, the City of Chicago, or their affiliates at any time with or without notice. Prior to or upon termination of my engagement, I will cooperate with the Trust in completing and signing a



reasonable form of termination statement, including confirmation of my compliance with my obligations in this Section 4 and all other obligations herein.

4. LEGAL AND EQUITABLE REMEDIES. Because I will have access to and become acquainted with Confidential Information during the course of my service as an intern, and because the Trust and/or its affiliates will suffer immediate and irreparable harm if I do not abide by my obligations in this Agreement (and the damage to the Trust and/or its affiliates will be difficult to measure and financial relief will be incomplete), the Trust and/or its affiliates shall have the right to enforce this Agreement and any of its provisions by temporary, preliminary or permanent injunction, specific performance or other equitable relief, without bond and without prejudice to any other legal or equitable rights and remedies that the Trust may have for a breach of this Agreement.

5. NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address, if sent by overnight delivery through a nationally recognized overnight delivery service to the appropriate address, one (1) day after the date of sending, or if sent by certified or registered mail (return receipt requested) to the appropriate address, three (3) days after the date of mailing.

6. NOTIFICATION OF EMPLOYER. Upon termination of my service as an intern by the Trust, I hereby consent to the Trust notifying any then-current or future employer of my rights and obligations under this Agreement.

7. INTERN FOR ALL PURPOSES. I hereby acknowledge and agree that my status with the Trust at all times shall be that of an intern, and that I may not, at any time, act as a representative for or on behalf of the Trust for any purpose or transaction, and may not bind or otherwise obligate the Trust in any manner whatsoever without obtaining the prior written approval of the Trust therefor. I also agree that during the term of my service as an intern with the Trust, I shall not be eligible to participate in any of the employee benefit plans or arrangements of the Trust.

8. GENERAL PROVISIONS.

8.1 Governing Law; Consent to Personal Jurisdiction. This Agreement is to be governed by and construed in accordance with the internal laws of the State of Illinois, excluding that body of law pertaining to conflict of laws. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE STATE OR FEDERAL COURTS WITHIN COOK COUNTY, ILLINOIS, AND THE PARTIES IRREVOCABLY AGREE TO THE JURISDICTION OF, AND VENUE IN, SUCH COURTS FOR SUCH PURPOSES AND I HEREBY WAIVE ANY CLAIM OR DEFENSE THAT SUCH FORUM IN SUCH COURTS IS NOT CONVENIENT OR PROPER.

8.2 Severability. If any provision of this Agreement shall be held or declared to be invalid or unenforceable, such invalid or unenforceable provision shall not affect any other provision of this Agreement, the remainder of this Agreement, and my obligations hereunder, shall continue in full force and effect as though such provision had not been contained in this Agreement, and, if permitted under applicable rules of instruction and interpretation, such provision shall be reformed to the extent



necessary to render such provision valid and enforceable and to reflect the intent of the parties to the maximum extent possible under applicable law.

8.3 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Trust, its successors, assigns and affiliates. I agree that I am not permitted to assign any of my rights or obligations under this Agreement. The obligations of the Trust hereunder shall inure to the benefit of and be binding on its successors or permitted assigns, whether by merger, consolidation or acquisition of all or substantially all of its business or assets (it being understood and agreed that the Trust may assign this Agreement without my consent to (i) any of its affiliates and/or (ii) to a purchaser of all or substantially all of its business or assets).

8.4 Survival. The provisions of this Agreement shall survive the termination of my engagement and the assignment of this Agreement by the Trust to any successor in interest or other assignee.

8.5 Continued Service. I agree and understand that nothing in this Agreement shall confer any right with respect to employment with the Trust, nor shall it interfere in any way with my right or the Trust's right to terminate my service as an intern at any time, for any reason. I agree to abide by the Trust's rules, regulations, policies and practices as revised from time to time.

8.6 Waiver. No waiver by the Trust of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Trust of any right under this Agreement shall be construed as a waiver of any other right. The Trust shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

8.7 Entire Agreement. The obligations pursuant to Section 1 of this Agreement shall apply to any time during which I was previously engaged, or am in the future engaged, by the Trust as an intern if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement, along with the other documents entered into concurrently herewith, is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or other compensation will not affect the validity or scope of this Agreement.

8.8 Fees. If the Trust is required to and successfully does enforce this Agreement, I will reimburse the Trust for its actual costs incurred in such enforcement, including, without limitation, attorneys' fees.



8.9 Interpretation. The terms "including", "includes", "include" and words of like import shall be construed broadly as if followed by the words "without limitation". The terms "herein", "hereunder", "hereof" and words of like import refer to this entire Agreement instead of just the provision in which they are found. The term "person" means a person or entity of any kind. No rule of construction shall be applied to this Agreement to the effect that it should be construed strictly against the drafter thereof.

Intern Name (Please Print)

Signature

Date



VOLUNTEER NONDISCLOSURE AGREEMENT

In consideration of my service as a volunteer with Chicago Infrastructure Trust, an Illinois not-for-profit corporation having an office at 222 W. Merchandise Mart, Suite 212, Chicago, Illinois 60654 (the "Company"), I hereby agree as follows:

1. NONDISCLOSURE.

1.1 Recognition of Company's Rights; Nondisclosure.

I recognize that the Company possesses and will continue to possess information that has been created, developed or otherwise become known to the Company (including without limitation information created by, developed by, or made known to, me during the period of or arising out of my service as a volunteer with the Company) and/or in which property rights have been assigned, licensed or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is engaged.

I recognize that during the period of or arising out of my service as a volunteer with the Company, I will be given access to or knowledge of certain Proprietary Information (as defined below) and Third Party Information (as defined below) (Proprietary Information, Third Party Information, and other confidential or non-public information (whether or not specifically labeled or identified as confidential) of the Company, the City of Chicago (or any of its sister agencies), or their respective affiliates, officers, employees, or agents is collectively referred to as "Confidential Information").

At all times during my service as a volunteer and at all times after the termination of my service as a volunteer, I will hold in strictest confidence and will not, directly or indirectly, disclose, use, distribute or publish any of the Company's Confidential Information (as defined below) that I may produce or otherwise acquire or have access to during the course of my service as a volunteer, except as expressly provided herein. I further agree not to reproduce or in any way allow any such Confidential Information to be delivered to or used by any third party without specific written direction or written consent of a duly authorized representative of the Company. I hereby assign to the Company (or its designee) any rights I may have or acquire in the Company's Proprietary Information and recognize that all Proprietary Information shall be the sole and exclusive property of the Company and its assigns and designees. I further agree that if I am served with subpoena or other compulsory judicial administrative process calling for production of Confidential Information, I will immediately notify the Company in order that it may take such action as it deems necessary to protect its interests.

1.2 Proprietary Information. The term "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company or the City of Chicago (or any of its sister agencies) or any of their affiliates, including, without limitation, the information described in the first paragraph of Section 1.1 above. By way of illustration but not limitation, "Proprietary Information" includes Company and City of Chicago (a) trade secrets, inventions, ideas, processes, formulas, data, programs, copyrights, other works of authorship, trademarks, service marks, trade names, know-how, improvements, discoveries, developments, designs, techniques and the like; (b) information regarding plans for industrial development, research, development, new products, new projects, sharing of business plans or project plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and third-party contractors; and (c) information



regarding the skills, functions and compensation of employees, in each case, of the Company, the City of Chicago, or any of their affiliates.

1.3 Third Party Information. I understand, in addition, that the Company, the City of Chicago, and their affiliates have received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on their part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my service as a volunteer and at all times thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel or agents who need to know such information in connection with their work for the Company or as may be required by law or civil process) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by the Board of Directors or the Chief Executive Officer of the Company in writing.

1.4 No Improper Use of Information of Prior or Current Employers and Others. During my service as a volunteer with the Company, I will not improperly use or disclose any confidential information or trade secrets, if any, of any current or former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company or any of its affiliates any unpublished documents or any property belonging to any current or former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that current or former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company or one of its affiliates.

2. NO CONFLICTING OBLIGATION. My execution, delivery and performance of this Agreement and the performance of my other obligations and duties to the Company will not cause any breach, default or violation of any other employment, nondisclosure, confidentiality, consulting or other agreement to which I am a party or by which I may be bound. I agree that I will not enter into, any agreement either written or oral in conflict herewith.

3. RETURN OF COMPANY PROPERTY. The Company may require the return, destruction, or disposal of any or all Confidential Information at any time and for any or no reason during the term of this Agreement. Upon request of the Company (at any time) or upon termination of my engagement as a volunteer by the Company, I will deliver to the Company (or its designee) any and all property of the Company, the City of Chicago, or their affiliates, including, without limitation: Confidential Information and any summaries, excerpts, and abstracts of such, drawings, data, notes, memoranda, records, specifications, devices (including, without limitation, computers, cell phones and all other equipment), formulas, and documents, together with all copies thereof, including copies stored electronically, and any other material containing or disclosing any Confidential Information. I further agree that any property situated on the premises of the Company, the City of Chicago, or their affiliates and owned by the Company, the City of Chicago, or their affiliates, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by personnel of the Company, the City of Chicago, or their affiliates at any time with or without notice. Prior to or upon termination of my engagement, I will cooperate with the Company in completing and signing a reasonable form of termination statement, including confirmation of my compliance with my obligations in this Section 4 and all other obligations herein.



4. LEGAL AND EQUITABLE REMEDIES. Because I will have access to and become acquainted with Confidential Information during the course of my service as a volunteer, and because the Company and/or its affiliates will suffer immediate and irreparable harm if I do not abide by my obligations in this Agreement (and the damage to the Company and/or its affiliates will be difficult to measure and financial relief will be incomplete), the Company and/or its affiliates shall have the right to enforce this Agreement and any of its provisions by temporary, preliminary or permanent injunction, specific performance or other equitable relief, without bond and without prejudice to any other legal or equitable rights and remedies that the Company may have for a breach of this Agreement.

5. NOTICES. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address, if sent by overnight delivery through a nationally recognized overnight delivery service to the appropriate address, one (1) day after the date of sending, or if sent by certified or registered mail (return receipt requested) to the appropriate address, three (3) days after the date of mailing.

6. VOLUNTEER FOR ALL PURPOSES. I hereby acknowledge and agree that my status with the Company at all times shall be that of a volunteer, and that I may not, at any time, act as a representative for or on behalf of the Company for any purpose or transaction, and may not bind or otherwise obligate the Company in any manner whatsoever without obtaining the prior written approval of the Company therefor. I also agree that during the term of my service as a volunteer with the Company, I shall not be eligible to participate in any of the employee benefit plans or arrangements of the Company.

8. GENERAL PROVISIONS.

8.1 Governing Law; Consent to Personal Jurisdiction. This Agreement is to be governed by and construed in accordance with the internal laws of the State of Illinois, excluding that body of law pertaining to conflict of laws. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE STATE OR FEDERAL COURTS WITHIN COOK COUNTY, ILLINOIS, AND THE PARTIES IRREVOCABLY AGREE TO THE JURISDICTION OF, AND VENUE IN, SUCH COURTS FOR SUCH PURPOSES AND I HEREBY WAIVE ANY CLAIM OR DEFENSE THAT SUCH FORUM IN SUCH COURTS IS NOT CONVENIENT OR PROPER.

8.2 Severability. If any provision of this Agreement shall be held or declared to be invalid or unenforceable, such invalid or unenforceable provision shall not affect any other provision of this Agreement, the remainder of this Agreement, and my obligations hereunder, shall continue in full force and effect as though such provision had not been contained in this Agreement, and, if permitted under applicable rules of instruction and interpretation, such provision shall be reformed to the extent necessary to render such provision valid and enforceable and to reflect the intent of the parties to the maximum extent possible under applicable law.

8.3 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, assigns and affiliates. I agree that I am not permitted to assign any of my rights or obligations under this Agreement. The obligations of the Company hereunder shall inure to the benefit of and be binding on its successors or permitted assigns, whether by merger, consolidation or



acquisition of all or substantially all of its business or assets (it being understood and agreed that the Company may assign this Agreement without my consent to (i) any of its affiliates and/or (ii) to a purchaser of all or substantially all of its business or assets).

8.4 Survival. The provisions of this Agreement shall survive the termination of my engagement and the assignment of this Agreement by the Company to any successor in interest or other assignee.

8.5 Continued Service. I agree and understand that nothing in this Agreement shall confer any right with respect to employment with the Company, nor shall it interfere in any way with my right or the Company's right to terminate my service as a volunteer at any time, for any reason. I agree to abide by the Company's rules, regulations, policies and practices as revised from time to time.

8.6 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

8.7 Entire Agreement. The obligations pursuant to Section 1 of this Agreement shall apply to any time during which I was previously engaged, or am in the future engaged, by the Company as a volunteer if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement, along with the other documents entered into concurrently herewith, is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or other compensation will not affect the validity or scope of this Agreement.

8.8 Fees. If the Company is required to and successfully does enforce this Agreement, I will reimburse the Company for its actual costs incurred in such enforcement, including, without limitation, attorneys' fees.



8.9 Interpretation. The terms "including", "includes", "include" and words of like import shall be construed broadly as if followed by the words "without limitation". The terms "herein", "hereunder", "hereof" and words of like import refer to this entire Agreement instead of just the provision in which they are found. The term "person" means a person or entity of any kind. No rule of construction shall be applied to this Agreement to the effect that it should be construed strictly against the drafter thereof.

Volunteer Name (Please Print)

Signature

Date

Appendix H

Whistle-Blower Policy

In furtherance of the ethical principles of the Chicago Infrastructure Trust (the “Trust”), the Board of Directors of the Trust hereby adopts this Whistleblower Policy effective as of October 16, 2014.

Purpose

The Board of Directors of the Trust has adopted this policy to encourage its employees to report to appropriate representatives of the Trust, without fear of retaliation, certain information relating to accounting fraud, ethics violations and other complaints. Any employee of the Trust may submit, on a confidential and anonymous basis if the employee so desires, any concerns regarding financial statement disclosures, accounting, internal accounting controls or auditing matters. The goal of this policy is to discourage illegal activity and business conduct that damages the Trust’s good name, business interests, and relationship with elected officials, businesses, organized labor and taxpayers of the City of Chicago, as well as lenders, financial institutions and others doing business with the Trust, and if it exists, to locate and correct the problem.

The Trust’s internal operating controls and corporate reporting and disclosure procedures are intended to ensure compliance with applicable laws and regulations that relate to corporate reporting and disclosure, accounting and auditing controls and procedures. However, the Trust has a responsibility to investigate and report to the Board of Directors any violations of applicable legal and regulatory requirements relating to corporate reporting and disclosure, accounting and auditing controls and procedures, as well as the actions taken by the Trust to remedy such violations. Every employee of the Trust has the responsibility to assist the Trust in meeting these legal and regulatory requirements.

This policy governs the process through which employees and others, acting on behalf of the Trust, either directly or anonymously can notify the appropriate representatives of the Trust and/or the Trust’s Board of Directors of potential violations or concerns. In this regard, you should know that the Board of Directors is totally independent of Trust management. In addition, this policy establishes a mechanism for responding to, and keeping records of, any complaints from employees and others regarding such potential violations or concerns.

Scope of Matters by this Policy

This policy relates to employee complaints relating to any questionable accounting or auditing or ethics matters, including:

- fraud or deliberate error in the preparation, evaluation, review or audit of any financial statement of the Trust;
- fraud or deliberate error in the recording and maintaining of financial records of the Trust;
- deficiencies in or noncompliance with the Trust’s internal accounting controls;
- misrepresentations or false statements to or by a senior officer or accountant regarding a matter contained in the financial records, financial reports or audit reports of the Trust; or
- deviation from full and fair reporting of the Trust’s financial condition.

Confidentiality of Complaints

The Trust will treat all complaints by employees as confidential. The Trust will keep confidential the identity of any employee making a complaint under this policy until a formal investigation is commenced. Thereafter, the identity of the employee making the complaint may be kept confidential, if requested, unless such confidentiality is incompatible with a fair investigation, or unless there is an overriding reason for identifying or otherwise disclosing the identity of the employee making the complaint, or unless disclosure of the identity of the employee is required by law. Where disciplinary proceedings are invoked against any individual as a result of a complaint under this policy, the Trust will normally require that the name of the person making the complaint be disclosed to the person subject to such proceedings. The Trust encourages employees to put their names to any complaint they make, but any employee may also make an anonymous complaint pursuant to the procedures set forth below. In responding to an anonymous complaint, the Trust will pay due regard to fairness to any individual named in the complaint, the seriousness of the issue raised, the credibility of the information or allegations in the complaint, and the prospect of an effective investigation. Investigations will be conducted as quickly as possible, taking into account the nature and complexity of the complaint and the issues raised.

Complaint Procedures

Whenever a Trust director, officer or employee or a third party has ethics concerns regarding possible violations of the Trust's ethical principles, violations of law or regulations, accounting and auditing issues, fraud or other corporate misconduct, that person should consult with the Chief Executive Officer of the Trust, or, alternatively, that person may communicate directly with the Chairman of the Trust's Board of Directors, Mr. James Bell, via email at JB@shapechicago.org. Jorge Ramirez, also a member of the Board of Directors, may be reached at JR@shapechicago.org. All communications of ethics concerns will, to the extent described above, be treated as confidential and will be promptly addressed.

Protection from Retaliation

The Trust prohibits retaliation by or on behalf of the Trust against employees or other third parties for making good faith complaints, reports or inquiries under this policy or for participating in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. The Trust reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this policy.



Appendix I

Employee Emergency Information Form

Please provide a completed and signed copy of this form to the Executive Assistant / Receptionist

Employee's Personal Information	
Name	
Date of Birth	
Street Address	
Home Phone	
Mobile Phone	
Please list any relevant medical conditions in case of emergency	
Please list any allergies to medication or food	

Emergency Contact 1	
Name	
Relationship	
Work Phone	
Home Phone	
Mobile Phone	
E-Mail	

Emergency Contact 2	
Name	
Relationship	
Work Phone	
Home Phone	
Mobile Phone	
E-Mail	

Signature

Date



Appendix J

Policy Acknowledgement Forms For Signature

ACKNOWLEDGMENT AND RECEIPT OF EMPLOYEE HANDBOOK

I have received a copy of the employee handbook. I understand that I am to read and become familiar with the contents. If I have questions, I understand that I should talk to my supervisor, or the CEO.

Further, I understand that:

This handbook is not intended, nor does it create promises or representations of continued employment. Every employee has an at-will relationship with the Trust. This means that I am free to resign my employment at any time, just as the Trust is free to terminate my employment, for any or no reason, with or without cause or the use of progressive discipline, at any time.

This handbook represents a summary of the more important guidelines of the Trust at the time of publication, and is not intended to be all-inclusive. In all instances, the benefit plan texts, Trust documents and master contracts, as appropriate, are the governing documents. The employee handbook, personnel policies, benefit plan texts, any Trust agreements, or master contracts are not employment contracts.

Apart from our policy of at-will employment and those policies required by law, the Trust may change its policies or practices at any time without prior notice. I understand the Trust may terminate an employee at any time with or without notice.

Further, I understand that this document will become a part of my personnel file.

Employee Name (Please Print)

Signature

Date



E-MAIL AND INTERNET POLICY ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of the Chicago Infrastructure Trust's ("the Trust") e-mail and Internet Policy. I agree to read it thoroughly, and agree that if there is any policy or provision in the policy I do not understand, I will seek clarification from my supervisor or the CEO.

I understand that my use of the Trust's e-mail system constitutes my consent to all the terms and conditions of that policy.

In particular, I understand that I have no expectation of privacy in connection with the use of the e-mail system or the Internet or with the transmission, receipt, or storage of information in that system.

I acknowledge and consent to the Trust's monitoring my use of the e-mail system and the Internet at any time at its discretion, including printing and reading all e-mail messages entering, leaving, or stored in the system.

Further, I understand that this document will become a part of my personnel file.

Please sign and date this acknowledgement form and return it to the CEO.

Employee Name (Please Print)

Signature

Date



DISCRIMINATION AND HARASSMENT POLICY ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of the Chicago Infrastructure Trust's Policy Statement on Discrimination and Harassment. I agree to read it thoroughly, and agree that if there is any policy or provision in the policy I do not understand, I will seek clarification from my supervisor or the CEO.

I understand that it is my responsibility to abide by all the terms and conditions of that policy.

Further, I understand that this document will become a part of my personnel file.

Please sign and date this acknowledgement form and return it to the CEO.

Employee Name (Please Print)

Signature

Date



ANNUAL POLICY ACKNOWLEDGEMENT RENEWAL FORM

The undersigned has reviewed the following Policies of the Chicago Infrastructure Trust and hereby certifies that he/she understands such Policies, has complied with such Policies and undertakes to comply with such Policies for so long as the undersigned is an employee, officer or director of the Chicago Infrastructure Trust.

- Conflict of Interest Policy
- Discrimination and Sexual Harassment Policy
- Whistle-Blower Policy

Further, I understand that this document will become a part of my personnel file.

Please sign and date this acknowledgement form and return it to the CEO.

Employee Name (Please Print)

Signature

Date